

STAFFORD COUNTY  
DEPARTMENT of PARKS, RECREATION AND COMMUNITY FACILITIES  
P.O. BOX 339  
STAFFORD, VIRGINIA 22555-0339



## PROJECT MANUAL

# Belmont-Ferry Farm Trail Phase 5A

VDOT Project #: EN97-089-107 UPC 107551  
FHWA Project #: TEA-089-6 (124)

Bid #723152

June 2015

STAFFORD COUNTY  
DEPARTMENT of PARKS, RECREATION and COMMUNITY FACILITIES

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**Board of Supervisors**

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Cord A. Sterling  
Robert "Bob" Thomas, Jr.

Anthony J. Romanello, ICMA-CM  
County Administrator

June 23, 2015

**INVITATION TO BID**

**BELMONT-FERRY FARM TRAIL PHASE 5A**

**BID #723152**

Sealed Bids (**Bid #723152**) will be received by the Stafford County Purchasing Office for the Construction of the **BELMONT-FERRY FARM TRAIL PHASE 5A** for the Stafford County Department of Parks, Recreation and Community Facilities. The Work will include concrete grinding, installing ADA warning strips, curb and gutter, concrete sidewalk, asphalt speed hump, paint striping, and traffic signs.

Bids will be received in the Stafford County Purchasing Office located in the Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia 22554, until **2:00 P.M., prevailing local time, Thursday, July 23, 2015**. Bids received after this time will not be accepted. The Bids will then be opened publicly and read aloud.

The Bid Package is available at no charge from the Stafford County Purchasing website. Bid Documents may also be reviewed in the Office of Transportation, 2<sup>nd</sup> Floor, Stafford County Administration Center, 1300 Courthouse Road, Stafford, VA.

All questions concerning the Project shall be submitted in writing to:

Christopher J. Hoppe  
c/o Stafford County Department of County Administration  
P.O. Box 339  
Stafford, VA 22555-0339  
Phone: 540.658.4607  
Fax: 540.720.4572  
E-mail: [choppe@staffordcountyva.gov](mailto:choppe@staffordcountyva.gov)



Bid Security will not be required.

The Board of Supervisors of Stafford County, Virginia reserves the right to reject any and all Bids in whole or in part, waive informalities, and to accept Bids which are considered to be in the best interest of the County.

Anita Perrow  
Purchasing Manager

END OF SECTION 00020

**SECTION 00100**  
**INFORMATION FOR BIDDERS**

**PART I -GENERAL**

**1.01 SUBMISSION OF BIDS AND BID OPENING**

- A. Bids will be received by the Stafford County Purchasing Office and will be opened and read aloud at the time and place set forth in the Invitation to Bid. Bidders, or their representatives, and other interested persons may be present at the opening of Bids.
- B. The envelope containing one (1) original, clearly marked, and three (3) copies of the complete Bids must be sealed and addressed to the Stafford County Purchasing Office and marked on the outside **"BELMONT-FERRY FARM TRAIL PHASE 5A " (Bid #723152) with name of the Bidder and his Virginia State Contractor's Registration Number.**
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**1.02 BIDDING DOCUMENTS**

- A. Bidding Documents include the Invitation to Bid, Information for Bidders, Form of Bid, Bid Bond, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the successful Bidder upon award of the contract.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Architect or Engineer will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. The Owner in making copies of the Bid Documents available does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

### 1.03 DEFINITIONS

#### A. The Bid.

1. A Bid is a complete and properly signed proposal to do the work for the sum stipulated therein, submitted in accordance with the Bidding Documents.

### 1.04 QUALIFICATION OF BIDDER

- A. The successful Bidder shall perform at least fifty percent (50%) of the Work with forces that are in the direct employment of the Contractor's organization. If requested by the Owner, prior to the signing of the contract, the successful Bidder shall submit a statement of work to be performed by his own forces.
- B. Prior to Contract award or within seven (7) days of the Owner's request to do so, the Successful Bidder shall be prepared to demonstrate that his present organization, direct labor force and prior work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the work in an expeditious manner and in accordance with the Contract Documents.
- C. Prior to Contract award, Bidders, whether residents or nonresidents of Virginia, will be required to show evidence of a certificate or registration as required by Chapter 7 of Title 54 of the Code of Virginia. If a bid is \$120,000 or more, or if the Contractor's annual volume is \$750,000 or more, the Contractor must be licensed as a "Class A Contractor." If a bid is \$10,000 or more but less than \$120,000, or if the annual volume is \$150,000 or more, but less than \$750,000, the Contractor must be licensed as at least a "Class B Contractor." If a Bid is \$1,000 or more but less than \$10,000, or if the annual volume is less than \$150,000, the Contractor must be licensed as at least a "Class C Contractor". Unlicensed bidders shall submit their license prior to contract award. Licensed Bidders shall place license on the outside of the envelope containing the bid and shall place license in the bid, at the place provided, whichever of the following notations is appropriate:
- "Licensed Class A Virginia Contractor No. \_\_\_\_\_."
- "Licensed Class B Virginia Contractor No. \_\_\_\_\_."
- "Licensed Class C Virginia Contractor No. \_\_\_\_\_."
- "Contract is less than \$1,500 therefore licensure is not required."
- D. The Owner will consider, in determining the qualifications of a Bidder, his record in the performance of any Contracts for the construction work into which he may have entered with the County or with such public bodies or corporations. The

Owner expressly reserves the right to reject the bid of any Bidder if such record discloses that such Bidder, in the opinion of the Owner, has not properly performed such Contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to Subcontractors, material men, suppliers or employees.

- E. The Owner may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for his purpose as he may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Owner that such Bidder is a responsive and responsible Bidder in accordance with the criteria set forth herein. Conditional Bids will not be accepted.

#### 1.05 BIDDER REPRESENTATIONS

Each Bidder by submitting his Bid represents that:

- A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents;
- B. Bidder has visited the site, has familiarized himself with the local conditions under which the Work is to be performed in accordance with Paragraph 1.08 of the Information for Bidders and has correlated his observations with the requirements of the proposed Contract Documents;
- C. The Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception; and
- D. Bidder has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, plant, management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and Milestone and Completion dates required by the Owner. The Bidder acknowledges and represents that he has made allowances for normal inclement weather indigenous to the Project Site, in his estimating, planning, and scheduling of the Work. The Bidder further acknowledges that the Contract Documents are, in his opinion, appropriate and adequate for completing this project and for the construction of sound and suitable work. The Bidder hereby certifies that the work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.

#### 1.06 BID SECURITY

- A. No Bid Security will be required for this project.



1.07 SITE CONDITIONS AND CONDITIONS OF WORK

- A. Each Bidder shall acquaint himself thoroughly as to the character and nature of the work to be done. Each Bidder furthermore shall make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering; storing and placing materials and equipment, and other conditions relating to construction and labor.

1.08 BIDDERS' QUESTIONS, ADDENDA AND INTERPRETATIONS

- A. Bidders and Sub-bidders shall promptly notify the Owner of any ambiguity, inconsistency or error that they may discover upon examination of the solicitation and Contract Documents or of the site and local conditions. No interpretation of the meaning of the contract documents will be made to any Bidder orally.
- B. Every request for such interpretation should be in writing addressed to Christopher Hoppe, Department of County Administration, P.O. Box 339, Stafford, Virginia 22555-0339, choppe@staffordcountyva.gov, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the Bids.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Bidding Documents which, if issued, which will be available on the Stafford County Website (<http://staffordcountyva.gov/Bids.aspx?CatID=23>), no later than three (3) days prior to the date fixed for the receiving of Bids. The Owner will not be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve any Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.
- D. If the Bidder (or any person bidding to Bidder and/or subsequently in Contract with the Bidder, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Bidding or Contract Documents, said Bidder (or sub-bidder) has an obligation to seek a clarification thereof from the Owner prior to Bid. The Owner will welcome such a clarification request, and, if deemed necessary by the Owner, the Owner will issue a written addendum clarifying the matter in question. Should the Bidder fail to seek such a clarification prior to Bid, Bidder thereby waives, and agrees to indemnify and hold the Owner, Architect, and Engineer harmless from, any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the Bidder (and any person bidding to Bidder and/or subsequently in contract with Bidder, relating to the subject project) knew or should have known existed at the time of Bid.

- E. Each Bidder shall ascertain prior to submitting his Bid that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all Addenda.

1.09 SECURITY FOR FAITHFUL PERFORMANCE

- A. The successful Bidder is not required to furnish a Performance Bond or a Labor and Material Payment Bond.

1.10 TIME FOR COMPLETION, LIQUIDATED DAMAGES FOR NONCOMPLETION

- A. The time for completion of this Contract shall be as fixed in the Bid Form. Liquidated damages for non-completion within the stipulated time shall be One Hundred dollars (\$100) per calendar day.
- A. It is the intent of the Owner to execute a contract with the successful Bidder within ninety (90) days after receiving bids.

1.11 LOCATION OF WORK

- A. The site of the proposed project is the intersection of Washington Street and Ingleside Drive, Falmouth, Virginia as illustrated on the construction plans titled **“BELMONT-FERRY FARM TRAIL PHASE 5A”** that supplement this document.

1.12 LIABILITY INSURANCE AND WORKERS' COMPENSATION

- A. The Successful Bidder will be required to carry public liability and workers' compensation and other insurance in the amount and under the terms stipulated in the Contract for Services and this Section 00100. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

Worker's Compensation:

- (1) State: Statutory
- (2) Federal: Statutory
- (3) Employer's Liability: \$1,000,000

Comprehensive General Liability:

- (1) Bodily Injury (including completed operations and products liability):
  - \$1,000,000 Each Person
  - \$2,000,000 Each Occurrence
- (2) Property Damage
  - \$500,000 Each Occurrence
  - \$2,000,000 Annual Aggregate

Property Damage liability insurance shall provide Explosion, Collapse, and Underground coverage.

Comprehensive Automotive Liability:

- (1) Bodily Injury:
  - \$500,000 Each Person
  - \$2,000,000 Each Occurrence
- (2) Property Damage
  - \$500,000 Each Occurrence
  - or a combined single limit of \$2,000,000

Additional Insured: The Stafford County Board of Supervisors, County Administrator, its officers, agents, employees, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.

- B. The Owner, Engineer, and Virginia Department of Transportation shall be included as additional insured parties under the Contractor's policy and the policy shall waive the right of subrogation against the Owner, Engineer, and Virginia Department of Transportation.
- C. Named Insured: As to the insurance set out above, Owner, Engineer, and Virginia Department of Transportation shall be named as additional insured.
- D. Waiver of Subrogation: All policies shall be endorsed to provide that underwriters and insurance companies of Contractor shall not have any right of subrogation against Owner, Engineer, and Virginia Department of Transportation or any of its parents, subsidiaries, agents, employees, invitees, servants, subcontractors, insurers, underwriters, and such other parties as they may designate.
- E. Primary Insurance: All policies shall be endorsed to provide that coverage provided by Contractor's insurance shall always be primary coverage as respects any insurance maintained by Owner, Engineer, and Virginia Department of Transportation.
- F. Notice of Cancellation: All policies shall be endorsed to provide that thirty (30) days prior written notice shall be given to Owner in the event of cancellation or material change in the policies.
- G. The Contractor and its subcontractors at all times shall waive any right of recovery against Owner, Architect, or Engineer, or any of their parents, subsidiaries, affiliates, agents, employees, invitees, servants, subcontractors, insurers, underwriters and such other parties as they may designate for loss or

damage covered by insurance of the types specified above and the Excess Employers Liability Insurance and coverage of builder's "all risk" and boiler and machinery insurance.

1.13 INDEMNIFICATION

- A. In addition to the General Conditions and Supplemental Conditions requirement of the Contractor to indemnify, defend, and hold harmless the County for the acts and omissions of the Contractor, and any subcontractor, on the property.

1.14 BIDDERS REFERRED TO LAWS

- A. The attention of Bidders is called to the provisions of all Municipal, County and State laws, regulations, ordinances and resolutions, including but not limited to, the Human Rights Ordinance; the Equal Opportunity, small and Minority Business Enterprises and the Construction Safety Resolutions; as well as laws, regulations, ordinances, resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, or affecting the Bidder, or his employees or his work hereunder in his relation to the Owner or any other person. The Bidder shall obey all such laws, regulations, ordinances, permits or resolutions controlling or limiting Contractors while engaged in the prosecution of work under this Contractor.
- B. The provisions of this contract shall be interpreted in accordance with the laws of Virginia and in accordance with the laws, ordinances, regulations, permits and resolutions of Stafford County.

1.15 RIGHT TO REJECT BIDS

- A. The Owner expressly reserves the right to reject any or all bids, to waive informalities in the Bids received, and to accept that Bid which, in its judgment, best serves the interest of the Owner.

1.16 PREPARATION AND SUBMITTAL OF BID FORM

- A. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total Bid amount shall be entered in words and figures in the space provided. Where applicable, the unit price or lump sum items, and their extensions shall be entered in figures in the respective columns provided for each Bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the Bid to have involved an erasure, deletion, whiteout and/or substitution or other such change or alteration shall show by them the initials of the person signing the Bid and the date of the change or alteration. A failure to comply with this requirement may be cause for disqualification of the Bid.

- B. For Unit Price Bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total Bid amount, the unit price shall govern. For Lump Sum Bids, in the event of a discrepancy between the amount in writing and that in figures, the written value shall govern.
- C. Bids shall not contain any restatement or qualifications of work to be done, and alternate Bids will not be considered unless called for. No oral, telegraphic or telephonic Bids or modifications will be considered.
- D. Bids shall be delivered to the Owner on or before the day and hour set for the receipt of Bids, enclosed in a sealed envelope and bearing the title of the work, name of Bidder and Bidder's registration number.

#### 1.17 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bidder may withdraw his Bid from consideration if the price Bid was substantially lower than the other Bids due solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing of his claim of right to withdraw his Bid within two (2) business days after the conclusion of the Bid opening procedure.
- B. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegrams; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.
- C. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with this Information for Bidders.
- D. Bid security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.
- E. A decision denying withdrawal of Bid pursuant to this Article shall be final and conclusive unless the Bidder appeals the decision within ten (10) days after receipt of the decision by invoking the procedures specified in Paragraph 1.21 herein.

- F. If, upon appeal, it is determined that the decision refusing withdrawal of the Bid was arbitrary or capricious, the sole relief shall be withdrawal of the Bid and return of his bid security.

#### 1.18 AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible Bidder.

- A. The Lowest Bidder shall be determined by the lowest Total Price set forth in the Bid Form.
- B. A Responsive Bidder shall mean a Bidder who has submitted a Bid which conforms, in all material respects, to the Bidding Documents.
- C. A Responsible Bidder shall mean a Bidder who has the capability, in respect, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
1. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
  2. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
  4. The quality of performance of previous contracts or services. For example, the following information will be considered:
    - a. The administrative and consultant cost overruns incurred by Owner on previous contracts with Bidder,
    - b. The Bidder's compliance record with contract general conditions on other projects,
    - c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects.
    - d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,
    - e. The Bidder's demonstrated cooperation with the Owner, Engineer and other contractors on previous contracts,

- f. Whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; and
  - g. Whether the work performed on other contracts was of high quality.
- 5. The previous and existing compliance by the Bidder with laws and ordinances relating to contracts or services;
- 6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
- 7. The quality, availability and adaptability of the goods or services to the particular use required;
- 8. The ability of the Bidder to provide future maintenance and service for the warranty period;
- 9. The number and scope of the conditions attached to the Bid;
- 10. Whether the Bidder is in arrears to Stafford County on debt or contract or is a defaulter on surety to Stafford County or whether the Bidder's Stafford County taxes or assessments are delinquent; and
- 11. Such other information as may be secured by the Owner, having a bearing on the decision to award the contract, to include, but not limited to:
  - a. The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work,
  - b. Whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects.
- D. The purpose of the above is to enable the Owner, in its opinion, to select the Bid which is in the best interests of the County. The ability of the low Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.
- E. The Owner reserves the right to require from the Bidder: (1) submissions of references, within seven (7) days of Bid opening, to include a listing of previous and current projects and (2) financial statements indicating current financial status prepared in accordance with generally accepted accounting principles, by a CPA licensed to do business in Virginia.
- F. The Owner reserves the right to defer award of this Contract for a period of ninety (90) days after the due date of Bids. During this period of time, the Bidder shall guarantee the prices quoted in his Bid.

1.19 APPEAL OF DETERMINATION OF NONRESPONSIVENESS /  
NONRESPONSIBILITY

- A. Any Bidder who, despite being the apparent low Bidder, is determined not to be a responsive or responsible Bidder for a particular County Contract shall be notified in writing by the Chief Financial Officer. Such notice shall state the basis for the determination, which shall be final unless the Bidder appeals the decision within ten (10) days of receipt of the notice.
- B. If, upon appeal to the County Administrator or his designee, it is determined that the decision of the Chief Financial Officer, was arbitrary or capricious, or otherwise in error and the award for the particular County contract in question has not been made, the sole relief available to the Bidder shall be a finding that the Bidder is a responsive or responsible Bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the Contract void upon a finding that this action is in the best interest of the County. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

1.20 PROTEST OF AWARD OR DECISION TO AWARD

- A. Any Bidder or offeror may protest the award or decision to award a Contract by submitting a protest in writing to the Chief Financial Officer, Stafford County, or other official designated by the County of Stafford, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first; provided, however, that no protest shall lie for a claim that the selected Bidder or offeror is not a responsible Bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The Chief Financial Officer shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Bidder or Offeror appeals within ten (10) days of receipt of the written decision.
- B. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Chief Financial Officer shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the County. Where the award has been made and performance has begun, the Chief Financial Officer may declare the Contract void upon a finding that this action is in the best interest of the County. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.



- C. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- D. An award need not be delayed for the period allowed a Bidder or Offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the Bid or Offer would expire.

#### 1.21 ADMINISTRATIVE APPEALS PROCEDURE

- A. The County Administrator or a designee shall hear appeals of protests to the Chief Financial Officer's decision for refusal to allow withdrawal of Bids, appeals from disqualification and determination of nonresponsibility and appeals from decision on disputes arising during the performance of a Contract. The County Administrator or a designee shall provide for a hearing, the opportunity to present pertinent information and shall issue a written decision containing findings or facts. The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner. A Bidder/Offeror/Contractor may not institute legal proceedings until all administrative remedies as set forth herein or as required by the ordinances or resolutions of Stafford County have been exhausted.

#### 1.22 FAITH-BASED CLAUSE

- A. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability or any other prohibited by state law relating to discrimination in employment.

#### 1.23 USE OF CONTRACT BY OTHER GOVERNMENT ENTITIES

- A. Bidders are advised that all resultant Contracts will be extended, **with the authorization of the Bidder**, to the Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resultant Contract. If any other jurisdiction decides to use the final Contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning placement of orders, issuance of the Purchase Order, contractual disputes, invoicing and payment. Stafford County acts only as the "Contracting Agent" for these jurisdictions and political

subdivisions. Failure to extend a Contract to any jurisdiction will have no effect on consideration or your Bid.

- B. It is the responsibility of the awarded Vendor to notify the jurisdictions and political subdivisions of the availability of the Contract.
- C. The County of Stafford shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

#### 1.24 DEBARMENT

By submitting a Bid, the Bidder is certifying that he is not currently debarred by the County nor is he currently suspended, debarred or voluntarily excluded under 49 CFR part 29 or otherwise determined to be ineligible. The County's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

#### 1.25 BIDDER DISCLOSURE

Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit or more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

#### 1.26 PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator ([https://cisiweb.scc.virginia.gov/z\\_container.aspx](https://cisiweb.scc.virginia.gov/z_container.aspx)).

1.27 W-9 FORM

Each Bidder or Offeror will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

1.28 IMMIGRATION REFORM AND CONTROL ACT

By accepting a Contract award, Bidder certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

**END OF SECTION**

**SECTION 00300**

**BID FORM**

TO:       Stafford County  
          Purchasing Office  
          1300 Courthouse Road  
          P.O. Box 339  
          Stafford, Virginia 22555-0339

PROJECT NAME: BELMONT-FERRY FARM TRAIL PHASE 5A

**BID:**       #723152

FROM:      \_\_\_\_\_  
              \_\_\_\_\_  
              \_\_\_\_\_

- A. Having carefully examined the construction Contract Documents entitled “BELMONT-FERRY FARM TRAIL PHASE 5A” and having visited the site and examined all conditions affecting the work, the undersigned agrees to furnish all labor and material, equipment and services necessary for the proper and timely completion of the work as required by said documents.

This Bid is subject to all terms and conditions set forth in the Bidding Documents.  
The undersigned agrees, if awarded the Contract, to execute and totally complete the work for the stipulated sum of:

**TOTAL BASE BID:**

\_\_\_\_\_  
(Written) \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) Total Base Bid  
(Numerical)

It is the Owner’s intent to recommend the award of this Contract by the Stafford County Parks, Recreation and Community Facilities (Owner) to the lowest *responsive and responsible* bidder based upon the Total Base Bid amount and any bid allowances or unit prices as the Owner, in its discretion, decides to award, provided the bid does not exceed the funds available. If approved by the Owner, a Notice of Award of the Contract for this project will be given by the Owner to the Contractor.

The undersigned agrees that when payment to the Contractor for additional work authorized is computed on the basis of actual cost of labor and materials. The percentage to be added thereto for the Contractor’s overhead and profit shall be no greater than the limits specified.

Project: Belmont-Ferry Farm Trail phase 5A (Pedestrian Crossing)

VDOT Project #: EN97-089-107 107551

FHWA Project #: TEA-089-6 (124)

## Schedule of Bid Items

### Belmont Pedestrian Crossing

Fill in Cost/Unit and Cost information. Submit with bid.

CODE	ITEM	QUANTITY	UNIT	COST/UNIT	COST
00100	Mobilization	1	LS		
00125	Grading	1	LS		
10123	Aggr. Base Matl. Ty. I No. 21A	9	TON		
10610	Asphalt Concrete Ty. IM-19.0A	16	TON		
10625	Flex. Pav. Tie-In Planing 0"-2"	62	SY		
10635	Asphalt Concrete Ty. SM-9.5A	8	TON		
12020	Std. Curb CG-2 (Wall behind S/W)	35	LF		
12600	Std. Comb Curb & Gutter CG-6	20	LF		
12610	Rad. Comb. Curb & Gutter CG-6	45	LF		
13108	CG-12 Detectable Warning Surface	5	SY		
13520	Retaining Wall RW-2	1	CY		
13561	Porous Backfill	1	CY		
13565	Retaining Wall Excavation	2	CY		
14440	Saw Cut Sidewalk	8	LF		
14450	Saw Cut Curb, Gutter And Entrances	63	LF		
24160	Construction Signs	222	SF		
24278	Group 2 Channelizing Devices	200	DAY		
24282	Flagger Service	64	HR		
24410	Demolition of Pavement	12	SY		
26116	Dry Rip-Rap A1	1	SY		
27102	Regular Seed	5	LB		
27103	Overseeding	5	LB		
27215	Fertilizer	5	LB		
27250	Lime	5	LB		
27415	Check Dam (Rock) TY. II	1	EA		
27430	Siltation Control Excavation	1	CY		
50108	Sign Panels	41	SF		
50434	Sign Post STP-1, 2 1/2"	60	LF		
50490	Concrete Foundation STP-1	4	EA		
50759	Reloc. Exist. Sign Panel Ty. SP-1	1	EA		
54040	Pavement Marking - Ty. B CI I, 12"	115	LF		
54042	Pavement Marking - Ty. B CI I, 24"	80	LF		
-	A3 Concrete with Exposed Agg. Surface	33	SY		
-	3" Galvanized Steel Pipe	33	LF		

### TIME OF COMPLETION

The Owner requires the work to be completed as stipulated by the contract documents and conducted as necessary to achieve Substantial Completion and all building systems fully operational and a final Occupancy Permit obtained prior to Substantial Completion.

A. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that:

1. To the best of his or her knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.
2. Whenever there is reason to believe that a financial benefit of the sort described in paragraph 1 has been or will be received in connection with a Bid or Contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County, as a prerequisite to payment pursuant to the Contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

B. If notified of acceptance of this Bid and Contract award within ninety (90) calendar days after receipt of Bids, the undersigned agrees to execute a Contract for the above-named project work and the above-stated consideration on the form required, within fifteen (15) calendar days of such notification. The undersigned hereby designates the office address stated on the first page of this Bid as the address to which a Notice to Award of this construction Contract may be delivered and to which all office correspondence and notices may be mailed, telegraphed or delivered, unless the Owner is otherwise notified in writing.

C. The undersigned acknowledges receipt of the following Addenda, and that the cost, if any, of such revisions has been included in the Bid sum:

ADDENDUM RECEIVED (Initial and Date)

Addendum No. 1. \_\_\_\_\_ Addendum No. 4. \_\_\_\_\_

Addendum No. 2. \_\_\_\_\_ Addendum No. 5. \_\_\_\_\_

Addendum No. 3. \_\_\_\_\_ Addendum No. 6. \_\_\_\_\_

D. Included as a part of this Bid are the following documents which are to be submitted on the forms required:

1. Small and Minority Business Data Form.
2. Reference List.

E. The undersigned hereby acknowledges that he has read and understands the Drawings, Specifications, Addenda, and all other Contract documents pertaining to this project. The undersigned certifies that the Contract documents are, in his opinion, adequate, feasible and complete for performing the Work and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract documents. The undersigned further certifies that he has, or has available, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract documents and within the time specified therein. The Bidder certifies that he has made allowances for normal inclement weather indigenous to the Project site.

F. The following information is provided pursuant to the Contract Documents:

1. Legal Name of Firm:

\_\_\_\_\_

a. If Firm is a corporation; state that corporation is organized under the laws of the State of \_\_\_\_\_. Please affix corporate seal to this Bid Form.

b. If Firm is a partnership, state names of partners:

\_\_\_\_\_  
\_\_\_\_\_

c. If Firm is an individual using a trade name, state name of individual:

\_\_\_\_\_

2. Virginia Contractor Registration Number: \_\_\_\_\_ Class: \_\_\_\_\_.

3. Signature of Person or Persons legally authorized to bind Offeror to a Contract. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

a. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

b. Name (Type): \_\_\_\_\_

c. Title: \_\_\_\_\_

(CORPORATE SEAL)

d. Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. The names and addresses of other persons interested as principals in this Bid are as follows:

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H. Contract Time:

1. The Contractor shall achieve incremental Substantial Completion of the Work in accordance with paragraph 14.04 of the General Conditions as follows:
2. The Contractor shall achieve Substantial Completion of all Contract Work, as described in paragraph 14.04 of the General Conditions, within **Forty Five (45)** calendar days of receiving Notice to Proceed and to run as provided in paragraph 2.03 of the General Conditions.
3. The Contractor shall be ready for Final Payment in accordance with paragraph 14.07 of the General Conditions within thirty (30) calendar days after the Substantial Completion.



(ACKNOWLEDGMENT OF PRINCIPAL OF BIDDER, IF A CORPORATION)

State of \_\_\_\_\_) ss:  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

before me personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal, that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
(SEAL)

My Commission Expires\_\_\_\_\_

(ACKNOWLEDGMENT OF PRINCIPAL OF BIDDER, IF A PARTNERSHIP)

State of \_\_\_\_\_) ss:  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_, to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
(SEAL)

My Commission Expires\_\_\_\_\_

(ACKNOWLEDGMENT OF PRINCIPAL OF BIDDER, IF A SOLE PROPRIETORSHIP)

State of \_\_\_\_\_) ss:  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came and appeared to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed same.

\_\_\_\_\_  
(SEAL)

My Commission Expires\_\_\_\_\_

### **SMALL AND MINORITY BUSINESS ENTERPRISES**

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

#### **Definitions:**

1. **Small Business:**

For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.
- (b) gross annual income does not exceed ten (10) million dollars.
- (c) is independently owned and operated (not subsidiary of another firm).

2. **Minority Business:** A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership or sole proprietorship which minority persons collectively own operate, control and share in earnings of fifty one (51%) percent or more of such an enterprise.
- (b) A minority persons shall mean Black; Hispanic; Asian or Pacific Islander; American Indian or Alaskan Natives; and women, regardless of race or ethnicity.

#### **PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:**

Minority Business Firm:

Yes \_\_\_\_\_; No \_\_\_\_\_.

Small Business Firm:

Yes \_\_\_\_\_; No \_\_\_\_\_.

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

#### **CONTACT FOR ADMINISTRATION:**

NAME: \_\_\_\_\_

ADDRESS (OFFICE): \_\_\_\_\_

TELEPHONE NUMBER (OFFICE): \_\_\_\_\_

The Bidder/Proposer is required to state, in detail, in the space provided below what work of a character similar to that included in the proposed Contract has been done, to give references and such other detailed information as will enable the County to judge his responsibility, experience, skill and financial standing. Bids or Proposals from Contractors inexperienced in this particular type of work will not be considered.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bid Form  
00300 - 8

**Belmont-Ferry Farm Trail Phase 5A**

**VDOT Project #: EN97-089-107**

**UPC# 107551 (Advertisement / Construction Only)**

**FHWA #: TEA-089-6 (124)**

## **I. STANDARD CONTRACT DOCUMENTS**

**SECTION 00320**

**STAFFORD COUNTY  
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

**1. Definitions.**

(a) As used in this Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the “County” shall mean \_\_\_\_\_. (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term “Contractor” shall mean:

**2.** Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

**3. Provision of Services.**

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be .

4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

[ ] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
- (A) cost of work performed or supplies delivered;
  - (B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;
  - (C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.
- (ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.
- (g) In the event that the Contractor is not satisfied with any payments which the Purchasing Officer shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Supervisors in accordance with Paragraph 15 of this contract concerning Disputes.
- (h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

## **7. Termination for Default**

Either party may terminate this Contract, without further obligation, for



the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

**8. Examination of Records.**

(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services for six months which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[ ] 10. **Insurance.**

The Contractor shall maintain insurance, in the amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County Administrator.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance.

Such changes shall be ordered in writing specifically designated to be a change order.

Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

[ ] 13. **Warranties.**

[ ] 14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the

County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

**15. Disputes.**

Any dispute concerning a question of fact as a result of this Contract shall be decided by the County Administrator, or his/her designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or his/her designee, shall be final and conclusive unless the Contractor appeals the decision within six months of the date of the final written decision, by instituting legal action as provided in the Code of Virginia § 2.2-4364 (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or his/her designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator or his/her designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

**16. Nondiscrimination.**

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**[ ] 17. Additional Terms and Conditions.**

**18. Integration Clause.**

This Contract shall constitute the whole agreement between the parties.

There are no promises, terms, conditions, or obligations other than those contained

herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. **Legal Status**

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

\_\_\_\_\_  
County Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor or Duly Authorized  
Representative (Print Name)

\_\_\_\_\_  
Title

SECTION 00400  
GENERAL CONDITIONS

GC-1 Additional Instructions and Detail Drawings

- A. The Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to carry out the work required by the Contract Documents.
- B. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

GC-2 Drawings and Specifications

The intent of the Contract Documents is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

- A. In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Approved shop drawings shall govern over Contract Drawings and Specifications only where exceptions to the Contract Requirements have been specifically called out and approved as such by the Engineer.
- B. Omissions from the Contract Documents or the mis-description of details of work which are manifestly necessary to carry out the intent of the Contract Documents or which are customarily performed on similar work, shall not relieve the Contractor from performing such work as if fully and correctly set forth, at no additional cost to the Owner.

GC-3 Materials, Services and Facilities

- A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- B. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

- C. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the Manufacturer.
- D. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- E. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional Sale Contract or other agreement by which an interest is retained by the seller.

GC-4     Inspection and Testing

- A. All materials and equipment used in the construction of the Project shall be subject to adequate inspections and testing in accordance with general accepted standards. The Owner will obtain third party soil, asphalt and concrete inspection services to supply testing and reports to confirm conformance with specifications.
- B. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- C. The Contractor shall inspect and assure that all delivered materials, fabrications, parts/pieces and equipment to be incorporated into the Work conforms to the appropriate specification section(s) and approved submittal(s). Any materials, fabrications, parts/pieces or equipment found to be in non-conformance to specification(s) or approved submittal(s) shall be removed from the jobsite in a timely manner and shall not be the basis for Contract time delay or additional contract cost claims against the Owner or Engineer.
- D. Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from his obligation to perform the work in accordance with the requirements of the Contract Documents.
- E. The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such inspection of the work and also for any inspection or testing thereof.



- F. If any work is covered contrary to the written instructions of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- G. If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all of the expenses of such uncovering, exposure, observation, inspection testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

GC-5     Substitutions

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend that substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes, extra component parts, or additional design work required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time. The Contractor shall provide whatever documentation is deemed necessary by the Engineer to determine that the substitution is in fact equal to the specified product.

GC-6     Patents

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

GC-7     Protection of Work, Property and Persons

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or of the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- C. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

GC-8     Supervision by Contractor

The Contractor will supervise and direct the work. He will solely be responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work site a qualified Supervisor or Superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and all communications given to the Supervisor shall be as binding as if given to the Contractor. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

GC-9     Changes in the Work

The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

GC-10    Changes in Contract Price

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one (1) or more of the following methods in the order of precedence listed below:

- A. Unit prices previously approved.
- B. An agreed lump sum.
- C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

GC-11    Differing Conditions

If the Contractor believes that the drawings and specifications on which the Contractor relies are inaccurate; or any physical condition uncovered or revealed at the site differs materially from that indicated; is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, then the Contractor shall, within fifteen (15) days after becoming aware thereof, notify the Owner and Engineer in writing about the inaccuracy or difference.

In no case shall the Contractor proceed with the performance of any work associated with the differing condition, except as allowed under paragraph GC-7 subparagraph C, until permitted in writing by the Owner or Engineer.

The Engineer shall review the conditions to determine the validity of the claim and make a recommendation, in writing, to the Owner for further action. Any adjustments to the contract as to time or amount, if required, shall be in accordance with the provisions of paragraphs GC-9 and GC-10.

GC-12 Time for Completion

- A. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified herein.
- B. The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner that the Contract Time for completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. Time is of the essence to complete this project.
- D. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Supplemental Specifications for each calendar day that the Contractor shall be in default after the Contract Time expires.

GC-13 Correction of Work

- A. The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- B. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store the materials at the expense of the Contractor.

GC-14 Acceptance of Final Payment as Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

GC-15 Separate Contracts

- A. The Owner reserved the right to let other Contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such execution and results.
- B. The Owner may perform additional work related to the project by himself, or he may let other Contracts containing provisions similar to these. The Contractor shall afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- C. If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or other involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Sections GC-9 and GC-10.

GC-16 Subcontracting

- A. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
- B. The Contractor shall not award work to Subcontractor(s) in excess of fifty percent (50%) of the Contract Price without prior written approval of the Owner.
- C. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work in bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regard terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

- E. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.
- F. The Contractor shall identify all proposed subcontractors who will be furnishing services. Subcontractors shall conform, in all respects, to the applicable provisions specified for the Contractor and shall further be subject to approval by the County.

GC-17 Engineer's Authority

- A. The Engineer shall act as the Owner's representative during the construction period. He shall decide questions, which may arise as to quality, and acceptability of the materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- B. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- C. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- D. The Engineer shall promptly make decisions relative to interpretation of the Contract Documents

GC-18 Guaranty

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond, if applicable, shall remain in full force and effect through the guarantee period.

GC-19 Taxes

The Contractor shall pay all sales, consumer, use and other similar taxes required by the law of the jurisdiction where the work is performed.

GC-20 Permits

Prior to beginning construction, the Contractor shall pay for and obtain all County, State, and Federal permits as required for the Project. The Contractor shall be responsible for obtaining any and all, architectural and or engineering drawings, calculations and certifications necessary for the issuance of all permits for this Project.

GC-21 Construction Schedule/Schedule of Values/Submittal Schedule

- A. Within fifteen (15) calendar days after the Notice to Proceed, the Contractor shall submit an Initial Construction Schedule for approval. This Initial Schedule shall show, in sufficient detail, how the work is to be completed within the specified Contract time. Subsequent to adjustment, correction or modification, if required, and acceptance by the Engineer, this Schedule shall become the baseline to which progress shall be measured.
- B. Within fifteen (15) calendar days after the Notice to Proceed, the Contractor shall submit a Schedule of Values for review and approval. The Schedule of Values shall subdivide the work and pricing into component parts in sufficient detail to serve as a basis for progress payments, acceptable to the Engineer.
- C. Requests for Payment shall not be accepted or processed until the above documents have been acceptably executed. In addition, each Payment Application shall be accompanied by a Progressed Schedule as defined by Section 01204 of the Contract Specifications.
- D. Within fifteen (15) calendar days after the Notice to Proceed, the Contractor shall prepare and submit a Submittal Schedule, which shall list each required submittal by Contract Specification Section and planned date for submitting. The Engineer reserves the right to comment, request changes and request periodic updates of the Submittal Schedule

GC-22 Request for Payment

The Contractor shall submit his Pay Applications no more often than once a month. Following agreement between the Contractor's Project Representative and the Engineer as to quantities and price, the Owner shall have one (1) month to complete processing of the Request for Payment. Payments under this Contract shall be made only for work completed and in place. The Engineer may make exceptions for stored materials at his sole discretion and subject to such conditions as he may choose to impose.

GC-23    Measurement and Payment

Payment for unit cost items identified in section 00300 shall be for work items completed and in place, and approved by the County and VDOT personnel. The depth of material is identified in the unit price schedule. It shall be intrepid as a minimum depth, fully compacted in accordance with the specification and/or VDOT requirements.

Determination of unit quantities completed and in place for partial and final payment purpose shall be approved by the County.

GC-24    Retainage

All payments under this contract are subject to five percent (5%) retainage, which shall be reduced to two percent (2%) following final completion. This amount shall be retained for a period of eighteen (18) months from the project completion or one (1) year from acceptance of the streets into the secondary system of state highways, whichever is shorter.

GC-25    Insurance

The Contractor shall maintain insurance in accordance with Section 01000 of the Specifications.

GC-26    One (1) Year Inspection

The Contractor shall participate in the one (1) year anniversary inspection of the Work and correct all defects due to faulty materials and workmanship.

END OF SECTION 00400



SECTION 00420

SUPPLEMENTAL SPECIFICATIONS

- SS-1 Project Manager shall be defined as Chris Hoppe.
- SS-2 Owner shall be defined as Board of Supervisors, County of Stafford, Virginia.
- SS-3 Nothing herein is intended to exclude any responsible Vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible Vendors are encouraged to Bid and their Bids are solicited.
- SS-4 Attention is called to the Code of Virginia, Section 2.2-4330, concerning the withdrawal of Bids for County Contracts under certain circumstances. Stafford County follows procedure number one (1) contained in that section for the withdrawal of Bids. "The Bidder must give notice in writing of his claim or right to withdraw his Bid within two (2) business days after the conclusion of the Bid opening procedure."
- SS-5 The Contractor is to be advised that the County of Stafford will make every effort to process all payments and to issue the approved check within thirty (30) days after receipt of the approved monthly partial payment request. However, if payment is not made within the aforementioned thirty (30) days the Contractor may not charge the County any interest and/or penalties.

**Submitted cost and unit prices shall be valid for the duration of the Contract.**

Completed approved work will be billed no more frequently than monthly to:

Christopher J. Hoppe  
c/o Stafford County Department of County Administration  
P.O. Box 339  
Stafford, VA 22555-0339

The County will retain five percent (5%) of the Contract amount until acceptance of the completion of the construction.

- SS-6 It shall be the Contractor's responsibility to protect existing pipelines, utility services, structures and other improvements. Damage to existing improvements shall be repaired promptly at the Contractor's expense. The Contractor shall notify "Miss Utility" in accordance with the law.
- SS-7 All excess material shall be disposed of by the Contractor offsite at a location secured by the Contractor and approved by the County.

- SS-8 Every effort shall be made to equitably settle claims, disputes and other issues between the Owner and Contractor. The Contractor shall carry on the work and maintain the progress schedule throughout the process of resolving the matter.
- SS-9 The Contractor shall obtain and pay for all required permits. The Contractor shall comply with all permit requirements and include all costs in his Bid.
- SS-10 The Contractor shall perform all construction surveying, layout, and cut sheets required for the performance of the work in accordance with the plans and specifications.
- SS-11 All excavation necessary for the completion of the Work shall be deemed unclassified. No allowances or extras shall be made for the presence of rock encountered in any excavation, drill or bore. Stafford County makes no representations or warranties as to surface, subsurface or underground site conditions. As a result, no claim, amendment, change order or Contract extension will be made or awarded for concealed, unknown, different or unexpected subgrade composition encountered during or in any excavation, drill or bore activity.
- SS-12 In the event the Contractor does not totally complete this project within the Contract Time, Liquidated Damages shall be assessed at one hundred dollars (\$100.00) per day for each calendar day the Contract work remains uncompleted.
- SS-13 All erosion and sediment control will be the responsibility of the contractor. At time of submission, the bidding Contractor shall designate a person who is certified by the Virginia Department of Conservation and Recreation (DCR) as a responsible land disturber (RLD) for this Project. The Contractor shall provide the County in writing of the name and certification number of the designated RLD. Erosion and sediment control will be subject to Stafford County and VDOT E&S inspection.
- SS-14 Any additional permits to perform this Project will be the responsibility of the Contractor.
- SS-15 The awarded Contractor will be responsible for all Subcontractors performing work on this Project. Provide, with Bid submission, a list of all proposed Subcontractors.
- SS-16 The awarded Contractor will complete the scope of work to the construction standards of the Virginia Department of Transportation (VDOT) 2007 Road and Bridge Specification for acceptance into the Secondary System of Virginia State Highways. The progression of the Project will be inspected to the satisfaction of Stafford County and VDOT representatives.

END OF SECTION 00420

## **SECTION 00900**

### **SPECIAL CONDITIONS**

These Special Conditions are part of the Contract Documents and provide clarification and other information to the Contractor that should be considered before submitting a Bid.

#### **General**

1. All work will be in the right-of-way of the Virginia Department of Transportation (VDOT), unless specific permission is granted in advance.
2. No disturbance of private property will be permitted during execution of the Work, unless specific permission is granted in advance.
3. The Contractor will be required to pay for and submit to VDOT a Land Disturbance Permit application and any other documentation VDOT requires to allow the Work to be performed.
4. The Contractor will need to ensure continued flow of traffic on both Washington Street and Ingleside Drive throughout execution of the work. Please note the Transportation Management Plan in the attached construction documents titled, "No Plan Project Belmont Crossing".
5. It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 must have the maximum opportunity to participate in the performance of federal contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.VDMBE.state.va.us>) under the DBE Directory of Certified Vendors and a list of Metropolitan Washington Airports Authority certified DBE firms are maintained on their web site (<http://www.metwashairports.com>) under DBE Directory. Contractors are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on contract, including participation in any subsequent supplement contracts. If the contractor intends to subcontract a portion of the services on the project, the contractor is encouraged to seek out and consider DBEs as potential subcontractors. The contractor is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a contractor and a DBE whereby the DBE promises not to provide services to other contractors is prohibited.

**END OF SECTION**

## DIVISION 01010 - SUMMARY OF THE WORK

### PART 1 - GENERAL

#### 1.1 LOCATION

A. The intersection of Washington Street and Ingleside Drive, Falmouth, Virginia.

B. Extent of the site is shown on the drawings.

#### 1.2 TIME OF COMPLETION

The Project shall be completed within the time specified in the Bid Form.

#### 1.3 SURVEYING

Provide any and all required field stakeout of the Work and provide the required As-Built survey.

#### 1.4 PHASED IMPROVEMENTS

Not Used.

#### 1.5 PERMITS

The Contractor shall be responsible for obtaining any required permits for the Project, to include, but not necessarily limited to, grading permit, building, and trade permits.

#### 1.6 INSPECTION SERVICE

The Owner will obtain third party soil, asphalt and concrete inspection services to supply testing and reports to confirm conformance with specifications.

### PART 2 - PRODUCTS

Not Used.

### PART 3 - EXECUTION

The Contractor shall provide all supervision, labor, equipment, fuel, materials, and any other incidentals necessary to meet the requirements of the plans and specifications stated within. The Work will include concrete grinding, installing ADA warning strips, curb and gutter, concrete sidewalk, asphalt speed hump, paint striping, and traffic signs.

END OF SECTION

## DIVISION 01 2000 – SUBMITTALS

### PART 1 - GENERAL

All work under this section is subject to the Supplemental and General Conditions and Information for Bidders which form a part of these specifications and to the applicable sections of the current editions of the Virginia Department of Transportation (VDOT) Road and Bridge Specifications. The Contractor shall be responsible for and be governed by all requirements thereunder.

#### 1.1 SECTION INCLUDES:

- A. Submittal procedures.
- B. General information required.
- C. Required meetings.
- D. Construction progress schedule.
- E. Proposed products list.
- F. Shop drawings.
- G. Product data.
- H. Samples.
- I. Manufacturers' instructions and manuals.
- J. Manufacturers' certificates.

### PART 2 - SUBMITTAL PROCEDURES

- 2.1 Transmit an electronic copy of the transmittal form with the item for review. One marked-up copy will be returned to contractor for each submittal.
- 2.2 Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- 2.3 Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- 2.4 Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- 2.5 Contractor shall submit a submittal schedule within five (5) days of signing agreement between Owner and Contractor, and shall obtain approval of submittal schedule prior to ordering and fabricating.
- 2.6 Schedule submittals to expedite the Project. Coordinate submission of related items.

- 2.7 Submittals shall be provided by the Contractor to the Owner for review and approval prior to ordering and fabrication.
- 2.8 Provide space for Contractor and Owner review stamps.
- 2.9 Revise and resubmit submittals as required, identify all changes made since previous submittal.
- 2.10 Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

### PART 3 - GENERAL INFORMATION REQUIRED

#### 3.1 SUBMIT THE FOLLOWING:

- A. Site Superintendent Name.
- B. Emergency phone number, where someone can be reached 24 hours.
- C. Schedule of Values.
- D. Submittal Schedule.
- E. List of Subcontractors.
- F. Name of surveyor and proof of Virginia P.E. license or Va. Surveyor license.
- G. As-built drawings per specifications.

#### 3.2 REQUIRED MEETINGS:

- A. Preconstruction meeting prior to Notice to Proceed.
- B. Meeting with VDOT representatives prior to initiating work.
- C. Stakeout approval for layout.
- D. Layout, review and approval, including: sidewalks, curb ramps, striping, , etc.
- E. Approval of fine grading & seedbed preparation prior to seeding.
- F. Owner substantial completion inspection.
- G. Semi-monthly progress meetings to be scheduled for the same time and same day throughout the project. Progress meetings will be scheduled by Owner and Contractor at the preconstruction meeting.

#### 3.3 CONSTRUCTION PROGRESS SCHEDULE:

- A. Submit the initial progress schedule immediately after being awarded the Contract. Revise and resubmit as required.
- B. Submit revised schedule with each Application for Payment, identifying changes since previous version.
- C. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities.

### 3.4 PROPOSED PRODUCTS LIST:

- A. Within 10 (ten) days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

### 3.5 SHOP DRAWINGS:

- A. Submit shop drawings for all equipment specified, to include but not limited to the following:
  - 1. Concrete Mix Designs
  - 2. Reinforcing Steel
  - 3. Paint.
  - 4. Sealant
  - 5. Signage
  - 6. Product information for lime, fertilizer, and other soil amendments.
  - 7. Seed mix and sod certification.
  - 8. Aggregate certifications.
  - 9. Storm drainage components.
  - 10. Site signage
  - 11. Asphalt pavement mix designs

### 3.6 PRODUCT DATA:

- A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- B. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

### 3.7 SAMPLES:

- A. Empty bag of lime, fertilizer and seed tickets.

### 3.8 MANUFACTURER'S INSTRUCTIONS AND MANUALS:

- A. Submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, finishing, and maintenance in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

3.9 MANUFACTURER'S CERTIFICATES:

- A. Insure that all materials or products conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- B. Certificates may be recent or previous test results on material or Product, but must be acceptable to Owner.

END OF SECTION



## DIVISION 01 3000 - COORDINATION, LAYOUT AND MEETINGS

### PART 1 GENERAL

All work under this section is subject to the Supplemental and General Conditions and Information to Bidders which form a part of these specifications and to the current edition of the Virginia Department of Transportation Road and Bridge Specifications responsible for and governed by all the requirements thereunder.

### PART 2 SCOPE

- 2.1 Coordination and project conditions.
- 2.2 Preconstruction meeting.
- 2.3 Jurisdictional meetings.
- 2.4 Site mobilization meeting.
- 2.5 Layout and Field Engineering.
- 2.6 Progress meetings.
- 2.7 Cutting and Patching.

### PART 3 COORDINATION AND PROJECT CONDITIONS

- 3.1 Coordinate scheduling, submittals, and Work to ensure efficient and orderly sequence of installation of interdependent construction elements.
- 3.2 During cold or wet weather, protect work from damage. All work damaged by failure to provide protection shall be replaced by new work without extra cost to Owner.
- 3.3 Commencement of work by any Contractor shall be construed as meaning his acceptance as satisfactory in every detail any surface, material or workmanship on which his work is executed and his acceptance of full responsibility for completion and performance of work executed.
- 3.4 Coordinate completion and clean-up of Work in preparation for Substantial Completion.

#### PART 4 PRECONSTRUCTION MEETING

- 4.1 Owner will schedule a meeting before Notice to Proceed.
- 4.2 Attendance Required: Owner, Designer, VDOT representative, Contractor, and Special Inspections representative.
- 4.3 AGENDA:
  - A. Submission of executed insurance certificates.
  - B. Distribution of copies of Contract Documents if requested by Contractor.
  - C. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - D. Designation of personnel representing the parties in Contract, and the Designer.
  - E. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Construction Closeout procedures.
  - F. Scheduling.

#### PART 5 JURISDICTIONAL MEETINGS

Contractor shall coordinate, schedule, and attend meetings with Jurisdictional Agency personnel to assure compliance with applicable laws, rules, regulations, and permits. May include Utility Companies, Local, State, and Federal Government Agencies, and specifically may include Stafford County Department of Code Administration Inspector and/or Virginia Department of Transportation Inspector.

#### PART 6 SITE MOBILIZATION MEETING

- 6.1 Owner will schedule a meeting at the Project site prior to Contractor occupancy. This meeting may be combined with Inspector's Pre-construction Conference with other jurisdictional agencies if required.
- 6.2 Attendance Required: Owner, Designer, Contractor, Contractor's Superintendent, and major Subcontractors and VDOT representative.
- 6.3 AGENDA:
  - A. Use of premises by Owner and Contractor.
  - B. Owner's requirements.
  - C. Construction facilities and controls provided by Owner.
  - D. Survey and layout.
  - E. Security and housekeeping procedures.
  - F. Schedules.
  - G. Procedures for testing.
  - H. Procedures for maintaining record documents.

## PART 7 LAYOUT AND FIELD ENGINEERING

### 7.1 Field survey and layout, vertical and horizontal controls and calculations:

- A. Employ a Land Surveyor or Engineer registered in the State of Virginia and acceptable to the Owner.
- B. Contractor will locate, establish, and protect all control and reference points, including property corners.
- C. Control datum for survey is that shown on Drawings. The Contractor shall secure and calculate all layout and grade points and provide datum for all the work. Intermediate points needed but which are not shown on the plans shall be calculated to meet the layout standards.
- D. Verify setbacks and easements; confirm drawing dimensions and elevations. Discrepancies between drawings, specifications, and existing conditions shall be referred to the Owner for adjustment before work affected is performed. Failure to make such notification shall place responsibility upon Contractor to carry out work in satisfactory, workmanlike manner.
- E. Submit a copy of site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.
- F. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

### 7.2 STAKES AND GRADES:

- A. The Contractor shall perform the following:
- B. Layout of sidewalk, curb ramps, detectable warnings, speed hump and striping.
- C. Layout of Limits of Clearing and Grading, limits of stockpile and storage areas.
- D. The Contractor shall set grade stakes in sufficient number so that the site can be accurately graded to meet the intent of the Drawings.
- E. Upon completion of subgrade excavation and embankment in areas to be paved, the Owner will be notified and the contractor shall present data to confirm the subgrade elevation. Grade stakes indicating the finished compacted surface of the base course shall be set prior to installing base material. The Contractor shall save all such stakes at each station.

### 7.3 NOTICE OF LAYOUT:

- A. The Contractor will notify the Owner three (3) business days before each horizontal and vertical layout (stakeout) review and when subgrades have been reached. A meeting will be held at the site to review and approve each layout and subgrade prior to continuing with any portion of the construction. Contractor proceeds at his own risk if these procedures are not followed.

## PART 8 PROGRESS MEETINGS

- 8.1 Owner will schedule and administer meetings throughout progress of the Work at semi-monthly intervals, or as required by Owner.
- 8.2 Owner will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- 8.3 Attendance Required: General Contractor, Job superintendent, and Owner's representative. Additionally when requested, Owner's Consultants and major Subcontractors/suppliers as appropriate to agenda topics for each meeting.
- 8.4 AGENDA:
  - A. Review minutes of previous meetings.
  - B. Review of Work progress.
  - C. Field observations, problems, and decisions.
  - D. Identification of problems that impede planned progress.
  - E. Review of submittals schedule and status of submittals.
  - F. Review of off-site fabrication and delivery schedules.
  - G. Maintenance of progress schedule.
  - H. Corrective measures to regain projected schedules.
  - I. Planned progress during succeeding work periods.
  - J. Coordination of projected progress.
  - K. Maintenance of quality and work standards.
  - L. Effect of proposed changes on progress schedule and coordination.
  - M. Other business relating to Work.

## PART 9 EXECUTION

- 9.1 EXAMINATION:
  - A. Examine existing conditions of work, including elements subject to movement or damage during:
    - i. Clearing and grubbing.
    - ii. Cutting and patching.
    - iii. Excavating and backfilling.
  - B. After uncovering work, examine conditions affecting installation of new products.

9.2 PREPARATION:

- A. Provide protection for other portions of the project that maybe affected.
- B. Provide shoring, bracing and support as required to maintain structural integrity of the project.

9.3 CUTTING AND PATCHING:

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
  - i. Structural integrity of element.
  - ii. Integrity of weather-exposed or moisture-resistant elements.
  - iii. Efficiency, maintenance, or safety of element.
  - iv. Visual qualities of sight exposed elements.
  - v. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching, including excavation and fill, to complete Work, and to:
  - i. Fit the several parts together, to integrate with other Work.
  - ii. Uncover Work to install or correct ill-timed Work.
  - iii. Remove and replace defective and non-conforming Work.
  - iv. Remove samples of installed Work for testing.
- D. Execute work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new Products in accordance with requirements of Contract Documents.
- G. Maintain integrity of construction; completely seal voids.
- H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.
- I. Identify hazardous substances or conditions exposed during the Work to the Owner for decision or remedy.

END OF SECTION

## DIVISION 014000 - QUALITY CONTROL

### PART 1 GENERAL

All work under this section is subject to the Supplemental and General Conditions and Information to Bidders which form a part of these specifications and to the current editions of the Virginia Department of Transportation Road and Bridge Specifications (VDOT). The Contractor shall be responsible for and governed by all the requirements thereunder.

### PART 2 SCOPE

This section includes:

- 2.1 Quality assurance and control of installation.
- 2.2 References.
- 2.3 Inspection and testing laboratory services.
- 2.4 Manufacturers' field services and reports.

### PART 3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- 3.1 Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- 3.2 Comply fully with manufacturers' instructions, including each step in sequence.
- 3.3 Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- 3.4 Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- 3.5 Perform work by persons qualified to produce workmanship of specified quality.
- 3.6 Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

### PART 4 REFERENCES

- 4.1 Conform to reference standard by date of issue current on date of Contract Documents.
- 4.2 Obtain copies of standards when required by Contract Documents.
- 4.3 Should specified reference standards conflict with Contract Documents, request clarification for Owner before proceeding.

- 4.4 The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

## PART 5 INSPECTION AND TESTING SERVICES

- 5.1 The Contractor will be responsible for obtaining County and/or State inspections as required for each trade and element of construction.
- 5.2 The Owner and or the Engineer reserves the right to have tests made when deemed necessary. The Contractor will be responsible for submitting all laboratory and testing reports for materials used on this project as specified in individual specification sections and as required by the Owner.
- 5.3 Reports will be submitted to the Owner indicating results of tests and indicating compliance or non-compliance with Contract Documents.
- 5.4 Retesting required because of non-conformance to specified requirements shall be performed by the same firm on instructions by the Owner. Payment for retesting will be the responsibility of the Contractor.
- 5.5 Any materials found defective or not in conformity with the Contract Documents shall be promptly replaced or repaired at the expense of the Contractor.

END OF SECTION

## DIVISION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### PART 1 GENERAL

All work under this section is subject to the Supplemental and General Conditions and Information to Bidders which form a part of these specifications and to the current editions of the Virginia Department of Transportation Road and Bridge Specifications (VDOT). The Contractor shall be responsible for and governed by all the requirements thereunder.

#### 1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, project signage, and temporary buildings.

#### 1.2 RELATED SECTIONS:

- A. Special Conditions.
- B. Section 01700 - Construction Closeout: Final cleaning.

### PART 2 TEMPORARY ELECTRICITY

- 2.1 Power is not available on site. The Contractor shall make arrangements to provide for and pay for power service, at Contractor's option.
- 2.2 Provide temporary electric feeder from electrical service. Power consumption shall not disrupt Owner's use of the site or the public.
- 2.3 Provide power outlets for construction operations, with branch wiring and distribution boxes.
- 2.4 Provide main service disconnect and overcurrent protection at convenient location.

### PART 3 TELEPHONE SERVICE

- 3.1 Provide, maintain, and pay for telephone service to field office at time of project mobilization at Contractor's option.

### PART 4 TEMPORARY WATER SERVICE

- 4.1 Water is not available on site for Contractor use. Contractor shall provide and maintain any necessary piping or hose to get water to the site, if required for Contractor's operations.



4.2 Water consumption shall not disrupt Owner's use of the site or the public.

## PART 5 TEMPORARY SANITARY FACILITIES

5.1 Provide and maintain required facilities and enclosures.

## PART 6 BARRIERS

6.1 Provide barriers as needed to prevent unauthorized entry to construction areas, and to protect existing facilities and adjacent properties from damage from construction operations.

6.2 Provide barricades required by governing authorities for public rights-of-way and for public access.

6.3 Provide protection for plant life designated to remain. Replace damaged plant life.

6.4 Protect non-owned vehicular traffic, stored materials, site and structures from damage.

## PART 7 TEMPORARY FENCING

7.1 Construction: Contractor's option, or if required by Building Official, and Contractor's expense.

## PART 8 WATER CONTROL

8.1 Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

8.2 Protect construction area from puddling or running water.

## PART 9 PROTECTION OF INSTALLED WORK

9.1 Protect installed Work and provide special protection where specified in individual specification Sections.

9.2 Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

9.3 Prohibit traffic from landscaped areas.

## PART 10 SECURITY

10.1 Provide security and facilities to protect Work, from unauthorized entry, vandalism, or theft.

10.2 Coordinate with Owner's security program.

## PART 11 ACCESS ROADS

11.1 Maintain access to fire hydrants, free of obstructions at Contractor's expense.

11.2 Provide means of removing mud from vehicle wheels before entering streets.

11.3 Designated existing on-site roads may be used for construction traffic.

## PART 12 PARKING

12.1 Coordinate surface parking areas to accommodate construction personnel with Owner.

12.2 When site space is not adequate, provide additional off-site parking.

## PART 13 PROGRESS CLEANING

13.1 Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

13.2 Remove waste materials, debris, and rubbish from site daily and dispose off-site.

## PART 14 FIELD OFFICES AND SHEDS

14.1 Provide at Contractor's option and expense.

14.2 Locate offices and sheds in coordination with Owner.

## PART 15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

15.1 Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Final Application for Payment.

15.2 Remove underground installations to a minimum depth of 2 feet.

15.3 Clean and repair damage caused by installation or use of temporary work.

15.4 Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

END OF SECTION

## DIVISION 016000 - PROJECT RECORD INFORMATION AND AS-BUILT

### PART 1 GENERAL

All work under this section is subject to the Supplemental and General Conditions and Information to Bidders which form a part of these specifications and to the current edition of the Virginia Department of Transportation Road and Bridge Specifications (VDOT). The Contractor shall be responsible for and governed by all the requirements thereunder.

### PART 2 SCOPE

This section includes Project Record Information and As-Built Drawings.

### PART 3 QUALITY ASSURANCE/ACCURACY OF RECORDS

- 3.1 Make legible entries on each pertinent sheet of drawings, specifications, or other documents as necessary, in order to properly document the entry.
- 3.2 Accuracy will be such that the Owner may reasonably rely upon the information for preparation of Record Documents, and that the Owner may reasonably rely upon the information for future reference and research.
- 3.3 Entries will be recorded in a timely fashion upon performance or notification of a change or deviation.

### PART 4 CONFORMANCE TO REGULATIONS

Preparation of As-Built drawings of all facilities will be performed in accordance with the Stafford County Zoning Ordinance, Article 17, Part 3, Section 17-301, Paragraph 1, Subparagraphs A-H. The As-Built shall meet all of the requirements of the latest Virginia Uniform Statewide Building Code, NFPA, and local ordinances.

### PART 5 HANDLING OF PROJECT INFORMATION

Maintain record information in a secure manner, protected from deterioration, loss or damage, until work is completed and the data is ready to be forwarded to the Owner.

### PART 6 PRODUCTS

- 6.1 The Contractor will designate one set of Contract Documents for compiling and maintaining project record data. Each individual part of the Contract Documents will be designated and clearly labeled as "PROJECT RECORD INFORMATION - JOB SET"

- 6.2 Provide high quality printed copies, readable in every detail, of the required As-Built drawings. Also provide a CD with pdf and AutoCAD copies of the As-Built drawings.
- 6.3 Provide a video recording of all storm drainage and sanitary sewer pipes that cannot be viewed from end to end.

## PART 7 EXECUTION

### 7.1.1 MAINTENANCE OF THE JOB SET:

- A. Make entries using a colored pencil. Add description notes to clarify entry, such as item description, location and reason for the change. "Cloud" or otherwise highlight entries. Use different colors where different entries overlap.
- B. All entries will be dated.
- C. Provide record data for all facilities and structures.

### 7.2 AS-BUILT DRAWINGS:

- A. All As-Built drawings will be prepared, certified, signed and sealed by a land surveyor or professional engineer duly authorized by the State of Virginia to prepare
- B. As-Built drawings will be capable of reproducing a high quality print, readable in every detail.
- C. Prepare As-Built of the entire area within the Limits of Contract to include: locations of all storm pipes and culverts and outfalls and rip rap, pipe and culvert sizes, lengths, invert elevations, percent of grade of pipes and culverts, storm drain inlets top and invert elevations, swale inverts, underground water lines including irrigation lines and heads, other utilities, underground electric lines, light poles, topography, pavements, buildings, and other features.
- D. Preparation of As-Built shall be in compliance with the Conformance Regulations in paragraph 016004 above.
- E. The Owner and Stafford County Public Works shall approve As-Built prior to final application for payment.

### 7.3 SUBMITTALS:

- A. Upon completion of the Work, forward the Project Record Information - Job Set to the Owner. The Owner may require corrections, clarifications or revisions for completeness of data.
- B. The Contractor will submit two (2) copies of video recording of all storm drainage and sanitary sewer pipes that cannot be viewed from end to end.
- C. The Contractor will submit three (3) high quality printed copies, readable in every detail, of the required As-Built drawings.

END OF SECTION

## DIVISION 017000 - PROJECT CLOSEOUT

### PART 1 GENERAL

All work under this section is subject to the Supplemental and General Conditions and Information to Bidders which form a part of these specifications and to the current edition of the Virginia Department of Transportation Road and Bridge Specifications (VDOT). The Contractor shall be responsible for and governed by all the requirements thereunder.

### PART 2 SCOPE

This section includes: final cleaning, project record documents, operation and maintenance data, warranties and spare parts and maintenance materials.

### PART 3 CLOSEOUT PROCEDURES

- 3.1 Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's inspection.
- 3.2 Provide submittals to Owner that are required by governing or other authorities.
- 3.3 Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- 3.4 Owner will occupy portions of the site as specified.

### PART 4 FINAL CLEANING

- 4.1 Execute final cleaning prior to final inspection.
- 4.2 Clean all surfaces exposed to view; remove temporary labels, stains and foreign substances.
- 4.3 Clean equipment and fixtures.
- 4.4 Clean debris from drainage systems and swales.
- 4.5 Clean site; sweep paved areas, rake clean landscaped surfaces.
- 4.6 Remove waste and surplus materials, rubbish, and construction facilities from the site.

### PART 5 PROJECT RECORD DOCUMENTS

- 5.1 Maintain on site, one set (labelled 'PROJECT RECORD INFORMATION - JOB SET') of the following Record Documents and record actual revisions to the Work:

- A. Contract Drawings.
  - B. Specifications.
  - C. Addenda.
  - D. Change Orders and other Modifications to the Contract.
  - E. Reviewed shop drawings, product data, and samples.
- 5.2 Store Record Documents separate from documents used for construction.
- 5.3 Record information concurrent with construction progress.
- 5.4 Specifications - Legibly mark and record at each Product section description of actual products installed, including the following:
- A. Manufacturer's name and product model and number.
  - B. Product substitutions or alternates utilized.
  - C. Changes made by Addenda and Modifications.
- 5.5 Record Documents and Shop Drawings - Legibly mark each item to record actual construction including:
- A. Measured depths of foundations in relation to finish datum.
  - B. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - C. Measured locations of appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - D. Field changes of dimension and detail.
  - E. Details not on original Contract Drawings.
- 5.6 Delete Architect/Engineer title block from all documents.
- 5.7 Submit documents to Owner with claim for final Application for Payment.

END OF SECTION

**Belmont-Ferry Farm Trail Phase 5A**

**VDOT Project #: EN97-089-107**

**UPC# 107551 (Advertisement / Construction Only)**

**FHWA #: TEA-089-6 (124)**

## **II. VDOT CONTRACT PROVISIONS**

**ORDER NO.:  
CONTRACT ID. NO.:**

Form C-104  
Rev. 7-13-05

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

PROJECT: EN97-089-107

FHWA: TEA-089-6 (124)

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES. A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.**

**STATEMENT.** In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

**AFFIDAVIT**

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
County (City), STATE

By: \_\_\_\_\_  
(Name of Firm) (Signature) Title (print)  
STATE of \_\_\_\_\_ COUNTY (CITY) of \_\_\_\_\_

To-wit: \_\_\_\_\_  
I \_\_\_\_\_, a Notary Public in and for the State and  
County(City) aforesaid, hereby certify that this day \_\_\_\_\_

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Notary Public

**OR  
UNSWORN DECLARATION**

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
County (City), STATE

By: \_\_\_\_\_  
(Name of Firm) (Signature) Title (print)



**ORDER NO.:  
CONTRACT ID. NO.:**

Form C-105  
Rev. 7-13-05

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT**

PROJECT: EN97-089-107

FHWA: TTEA-089-6 (124)

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME

Location of Principal Office


2. I (we) have \_\_\_\_\_, have not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have \_\_\_\_\_, have not \_\_\_\_\_, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)

**ORDER NO.:**  
**CONTRACT ID. NO.:**

Form C-105  
page 2

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
  - (d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
County (City), STATE

By: \_\_\_\_\_  
(Name of Firm) (Signature) Title (print)  
STATE of \_\_\_\_\_ COUNTY (CITY) of \_\_\_\_\_

To-wit: \_\_\_\_\_, a Notary Public in and for the State and  
County(City) aforesaid, hereby certify that this day \_\_\_\_\_

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Notary Public

ORDER NO.:  
CONTRACT ID. NO.:

Form C-111  
Rev. 7-1-98

VIRGINIA DEPARTMENT OF TRANSPORTATION  
MINIMUM DBE REQUIREMENTS

PROJECT NO: EN97-089-107

FHWA NO: TEA-089-6 (124)

\*\*\*INSTRUCTIONS\*\*\*

SECTION II OF THIS FORM IS TO BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED. ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. FORM C-112 MUST BE ATTACHED FOR EACH DBE TO BE UTILIZED. A NARRATIVE STATEMENT MUST BE ATTACHED IF THE CONTRACTOR IS AWARE OF TRAINING AND ASSISTANCE TO BE PROVIDED DBES.

**SECTION I:**

DBE REQUIREMENT \_\_\_\_\_ 0%

**SECTION II:**

PERCENT ATTAINED BY BIDDER \_\_\_\_\_ %

NAME(S) AND CERTIFICATION NO.(s) <u>OF DBE(S) TO BE USED</u>	TYPE OF WORK & <u>ITEM NO.(S)</u>	AMT. OF ALLOWABLE <u>CREDIT PER ITEM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL: \$ \_\_\_\_\_

Total Contract Value \$ \_\_\_\_\_ X Required DBE \_\_\_\_\_ % =\$ \_\_\_\_\_

I/WE CERTIFY THAT THE PROPOSED DBE(S) SUBMITTED WILL BE USED ON THIS CONTRACT AS STATED HEREON AND ASSURE THAT DURING THE LIFE OF THE CONTRACT, I/WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

_____	By	_____
BIDDER		SIGNATURE
_____	By	_____
TITLE		DATE

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
CERTIFICATION OF BINDING AGREEMENT  
WITH  
DISADVANTAGED BUSINESS ENTERPRISE FIRMS**

Project No.: EN97-089-107

Federal Project No.: TEA-089-6 (124)

This form is to be submitted in accordance with the Department's Special Provision for Section 107.15.

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subcontract agreement* shall be submitted to the Engineer within fourteen (14) business days after contract execution.

It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

**TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER  
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM**

Prime Contractor \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

First Tier  
Subcontractor if  
Applicable

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

Second Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

Date: \_\_\_\_\_

Third Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

Date: \_\_\_\_\_

DBE Contractor

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

Date: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM  
(ALL BIDDERS)**

PROJECT NO. EN97-089-107 CONTRACT I.D. NO. \_\_\_\_\_  
FHWA NO. TEA-089-6 (124) DATE SUBMITTED \_\_\_\_\_

All bidders, including DBEs bidding as Prime Contractors, shall complete and submit the following information as requested in this form within ten (10) business days after the opening of bids.

The bidder certifies this form accurately represents its solicitation and utilization or non-utilization, as indicated, of the firms listed below for performance of work on this contract. The bidder also certifies he/she has had direct contact with the named firms regarding participation on this project.

BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION (ALL)**

VENDOR NUMBER	NAME OF SUBCONTRACTOR/SUPPLIER	TELEPHONE NUMBER	DBE OR NON-DBE	UTILIZED (Y/N)

**NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.**

BIDDER MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**

**--DO NOT DETACH--**

**THIS INFORMATION MUST BE SUBMITTED  
WITHIN 2 DAYS AFTER BID OPENING IF YOUR  
BID DOES NOT MEET THE PROJECT DBE  
REQUIREMENTS, OR  
WHEN REQUESTED BY VDOT**

CONTRACT I.D. NUMBER \_\_\_\_\_

PROJECT NUMBER: EN97-089-107

FHWA NUMBER: TEA-089-6 (124)

DISTRICT FREDERICKSBURG

DATE BID SUBMITTED \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

VENDOR NUMBER \_\_\_\_\_

DBE GOAL FROM BID PROPOSAL \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**

CONTRACT I.D. NO. \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT**

**INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.**

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

**NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY**

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.



COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**

CONTRACT I.D. NO. \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

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BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**TELEPHONE LOG**

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

**NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY**

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**

CONTRACT I.D. NO. \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

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BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS**

IDENTIFY THOSE ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE BIDDER IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE BIDDER'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

**NOTE:** INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5  
ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

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BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE  
BIDDER MADE AVAILABLE TO DBE FIRMS** (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH.

PROVIDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS FOR THE FIRMS LISTED ABOVE.

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**

CONTRACT I.D. NO. \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

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BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**ADVERTISEMENTS OR PROOFS OF PUBLICATION.**

NAMES AND DATES OF EACH PUBLICATION IN WHICH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

**NOTE:** ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**

CONTRACT I.D. NO. \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

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BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE**

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 107.15) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

**NOTE:** ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**

CONTRACT I.D. NO. \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

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BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs**

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

**NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.**

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
**DBE GOOD FAITH EFFORTS DOCUMENTATION**

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BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**EFFORTS MADE TO ASSIST DBEs OBTAIN BONDING, LINES OF CREDIT, INSURANCE, ETC.**

EFFORTS MADE TO PROVIDE INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT, INSURANCE, NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES, EXCLUDING SUPPLIES AND EQUIPMENT THE SUBCONTRACTOR PURCHASES OR LEASES FROM THE PRIME CONTRACTOR OR ITS AFFILIATES.

IDENTIFY THE DBEs ASSISTED, THE ASSISTANCE OFFERED, AND THE DATES OF SERVICES OFFERED AND PROVIDED. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED

**NOTE:** ATTACH ADDITIONAL PAGES IF NECESSARY.

**CONTRACT I.D. NO.** \_\_\_\_\_ **DATE SUBMITTED** \_\_\_\_\_

**THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.**

**BIDDER** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

### ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

**ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS**

**NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY**



**FIRM DATA SHEET**Funding:   F   (S= State F= Federal)Project No.:   EN97-089-107  

Division: \_\_\_\_\_

EOI Due Date: \_\_\_\_\_

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE/SWAM Status *	Firm's Age	Firm's Annual Gross Receipts

\* YD = DBE Firm Certified by VDMBE  
Certified by VDMBE

N = DBE/SWAM Firm Not

NA = Firm Not Claiming DBE/SWAM Status

YS = SWAM Firm Certified by VDMBE. Indicate whether small, woman-owned, or small business.

## **Belmont-Ferry Farm Trail Phase 5A**

**VDOT Project #: EN97-089-107**

**UPC# 107551 (Advertisement / Construction Only)**

**FHWA #: TEA-089-6 (124)**

### **III. REQUIRED FEDERAL PROVISIONS**

(c100II2-0112)

**VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

Where Virginia Department of Transportation (VDOT) Supplemental Specifications, Special Provisions and Special Provision Copied Notes are used in this contract, the references therein to "the Specifications" shall refer to the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007 for both imperial and metric unit projects. References to the "Road and Bridge Standard(s)" shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2008 for both imperial and metric unit projects. References to the "Virginia Work Area Protection Manual" shall refer to the 2011 edition of the *Virginia Work Area Protection Manual* for imperial and metric unit projects. References to the "MUTCD" shall refer to the 2009 edition of the *MUTCD* and the current *Virginia Supplement to the MUTCD* for imperial and metric unit projects.

Where the terms "Department", "Engineer" and "Contract Engineer" appear in VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each references, the authority identified shall be in accordance with the definitions in Section 101.02 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007. Authority identified otherwise for this particular project will be stated elsewhere in this contract.

VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each reference are intended to be complementary to the each other. In case of a discrepancy, the order of priority stated in Section 105.12 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007 shall apply.

VDOT Special Provision Copied Notes in this contract are designated with "(SPCN)" after the date of each document. VDOT Supplemental Specifications and Special Provision Copied Notes in this contract are designated as such above the title of each document.

The information enclosed in parenthesis "( )" at the left of each VDOT Special Provision Copied Note in this contract is file reference information for VDOT use only. The information in the upper left corner above the title of each VDOT Supplemental Specification and VDOT Special Provision in this contract is file reference information for VDOT use only.

The system of measurement to be used in this project is stated elsewhere in this contract. VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes containing imperial units of measure with accompanying expressions in metric units shall be referred to hereinafter as "dual unit measurement" documents. Such a "dual unit measurement" is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis "( )" or brackets "[ ]" where parenthesis is used in the sentence to convey other information. Where a "dual unit measurement" appears in VDOT documents, the unit that applies shall be in accordance with the system of measurement as stated elsewhere in this contract. The unit shown that is not of the declared unit of measurement is not to be considered interchangeable and mathematically convertible to the

declared unit and shall not be used as an alternate or conflicting measurement. Where VDOT Specifications are used for metric unit projects and only imperial units of measurement appear the document, the provision(s) in this contract for imperial unit to metric unit conversion shall apply.

12-1-11 (SPCN)

(c103i00-1213)

**SECTION 103—AWARD AND EXECUTION OF CONTRACTS** of the Specifications is amended as follows:

**Section 103.09—Execution of Contract** is amended to include the following:

According to Section 2.2-4308.2 of the *Code of Virginia*, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with the Department to provide work or provide services pursuant to such contract shall register and participate in the U.S. Department of Homeland Security's "E-Verify" system to verify information and work authorization of its newly hired employees performing work pursuant to such contract.

Contractors are not required to be enrolled with "E-Verify" at the time bids are submitted, however, prior to award, the lowest responsive and responsible bidder must be enrolled with "E-Verify". Contractors may use the following website to enroll in "E-Verify", <http://www.uscis.gov/e-verify>.

Contractors shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's "E-Verify" system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Bidders or Contractors who fail to comply with the provisions of this section shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon registration and participation in the "E-Verify" program.

11-20-13 (SPCN)

**PERSONNEL REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL - Section 105 and 512 of the Specifications are amended as follows:**

**Section 105.14—Maintenance During Construction** is amended to add the following:

The Contractor shall provide at least one person on the project site during all work operations who is currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS). This person must have the verification card with them while on the project site. This person shall be responsible for the oversight of work zone traffic control within the project limits in compliance with the contract requirements involving the plans, specifications, the VWAPM, and the MUTCD. This person's duties shall include the supervision of the installation, adjustment (if necessary), inspection, maintenance and removal when no longer required of all traffic control devices on the project.

If none of the Contractor's on-site personnel responsible for the supervision of such work has the required verification with them or if they have an outdated verification card showing they are not currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS) all work on the project will be suspended by the Engineer.

The Contractor shall provide at least one person on site who is, at a minimum, verified by the Department in Basic Work Zone Traffic Control for each construction and/or maintenance operation that involves installing, maintaining, or removing work zone traffic control devices. This person shall be responsible for the placement, maintenance and removal of work zone traffic control devices.

In the event none of the Contractor's on-site personnel of any construction/maintenance operation has, at a minimum, the required verification by the Department in Basic Work Zone Traffic Control, that construction/maintenance operation will be suspended by the Engineer until that operation is appropriately staffed in accordance with the requirements herein.

**Section 512.03 Procedures** is amended to add (r) **Work Zone Traffic Control** as the following:

- (r) **Work Zone Traffic Control:** The Contractor shall provide individuals trained in Work Zone Traffic Control in accordance with the requirements of Section 105.14 of the Specifications.

**Section 512.04 Measurement and Payment** is amended to add the following:

**Basic Work Zone Traffic Control** – Separate payment will not be made for providing a person to meet the requirements of Section 105.14 of the Specifications. The cost thereof shall be included in the price of other appropriate pay items.

**Intermediate Work Zone Traffic Control** - Separate payment will not be made for providing a person to meet the requirements of Section 105.14 of the Specifications. The cost thereof shall be included in the price of other appropriate pay items.

(c105hf1-0309)

**SECTION 105.06 SUBCONTRACTING** of the Specifications is amended to include the following:

Any distribution of work shall be evidenced by a written binding agreement on file at the project site. Where no field office exists, such agreement shall be readily available upon request to Department inspector(s) assigned to the project.

The provisions contained in Form FHWA-1273 specifically, and other federal provisions included with the prime Contract are generally applicable to all Federal-aid construction projects and must be made a part of, and physically incorporated into all contracts, as well as, appropriate subcontracts for work so as to be binding in those agreements.

12-19-08 (SPCN)

**PREDETERMINED MINIMUM WAGE RATES**

General Decision Number: VA150135 01/02/2015 VA135

Superseded General Decision Number: VA20140135

State: Virginia

Construction Type: Highway

Counties: Alexandria\*, Arlington, Clarke, Culpeper, Fairfax, Fairfax\*, Falls Church\*, Fauquier, Fredericksburg\*, King George, Loudoun, Manassas Park\*, Manassas\*, Prince William, Spotsylvania, Stafford and Warren Counties in Virginia.

**\*INDEPENDENT CITIES**

**HIGHWAY CONSTRUCTION PROJECTS** (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015

SUVA2013-010 09/20/2013

Rates	Fringes
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ASBESTOS WORKER.....	\$ 16.91
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CARPENTER (STRUCTURE).....	\$ 16.02
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CEMENT MASON/CONCRETE FINISHER....	\$ 21.71
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ELECTRICIAN.....\$ 29.27

FORM SETTER.....\$ 14.00

IRONWORKER, REINFORCING.....\$ 34.18

IRONWORKER, STRUCTURAL.....\$ 19.13

**LABORER**

Asphalt Raker.....\$ 15.85

Blaster.....\$ 35.00

Construction Worker I  
(Skilled Laborer).....\$ 15.77

Construction Worker II  
(Laborer).....\$ 14.14

Deckhand.....\$ 13.00

Fence Erector.....\$ 14.41

Flagger.....\$ 13.64

Grade Checker.....\$ 13.42

Guardrail Erector.....\$ 22.15

Landscape Worker.....\$ 11.97

Pipe Layer.....\$ 19.00

Power Tool Operator.....\$ 15.00

Sign Erector.....\$ 25.00

MASON (STRUCTURE).....\$ 17.64

PAINTER.....\$ 15.00

PLUMBER.....\$ 25.00

**POWER EQUIPMENT OPERATOR:**

Air Compressor.....\$ 13.50

Asphalt Distributor.....\$ 18.64

Asphalt Paver.....\$ 19.35

Backhoe.....\$ 20.59

Boom/Auger.....\$ 20.29

Bulldozer (Utility).....\$ 15.50

Bulldozer.....\$ 20.40

Concrete Finish Machine  
Operator.....\$ 18.54

Concrete Finisher Machine  
Screed Operator (Bridge)....\$ 14.60

Concrete Paving Machine  
Operator.....\$ 20.75

Concrete Pump Operator.....\$ 33.00

Concrete Saw Operator.....\$ 16.00

Crane, Derrick, Dragline

(1 cm & under).....\$ 24.53  
 Crane, Derrick, Dragline  
 (over 1 cm).....\$ 25.00  
 Crusher Tender.....\$ 14.25  
 Drill Operator.....\$ 15.70  
 Excavator (Gradall).....\$ 19.32  
 Front End Loader (2 cm &  
 under).....\$ 19.00  
 Front End Loader (over 2  
 cm).....\$ 20.42  
 Hydro Seeder.....\$ 17.13  
 Log Skidder Operator.....\$ 18.50  
 Mechanic.....\$ 21.75  
 Mobile Mixer.....\$ 17.00  
 Motor Grader (Fine Grade)...\$ 27.25  
 Motor Grader (Rough Grade)..\$ 13.58  
 Oiler, Greaser.....\$ 14.00  
 Pavement Marking Operator...\$ 17.00  
 Pavement Marking Truck  
 Operator.....\$ 16.72  
 Pavement Planing Groundman..\$ 19.75  
 Pavement Planing Operator...\$ 19.25  
 Pile Driver Operator.....\$ 20.35  
 Pile Driver, Leadsman.....\$ 21.32  
 Pipe Boring/Jacking  
 Machine Operator.....\$ 16.00  
 Plant Operator.....\$ 14.88  
 Roller (Finish).....\$ 17.94  
 Roller (Rough).....\$ 17.06  
 Scraper Pan Operator.....\$ 13.00  
 Shot Blast Machine Operator.\$ 16.02  
 Shovel Operator (2 yds and  
 under).....\$ 16.00  
 Shovel Operator (over 2  
 yds).....\$ 25.00  
 Slip-Form Paver.....\$ 21.00  
 Slurry Seal Paver Machine  
 Operator.....\$ 13.75  
 Slurry Seal Paver Truck  
 Operator.....\$ 10.32  
 Stabilizer Operator.....\$ 15.70  
 Stone-Spreader.....\$ 13.35  
 Subgrade Machine Operator...\$ 19.00  
 Tractor Operator, Crawlers..\$ 12.47  
 Tractor Operator, Utility...\$ 12.25  
 Trenching Machine.....\$ 29.87  
 Vacuum Machine.....\$ 18.20

**TRAFFIC SIGNALIZATION:**  
**Traffic Signal Installation.....\$ 21.16**

**TRUCK DRIVER**  
Fuel & Lubricant Service  
Truck Driver.....\$ 17.73  
Transit Mix Truck Driver....\$ 15.00  
Truck Driver (Multi-Rear  
Axle).....\$ 16.69  
Truck Driver (Single Rear  
Axle).....\$ 17.50  
Truck Driver (Tandem Rear  
Axle).....\$ 16.91  
Truck Driver, Heavy Duty....\$ 17.29

**WELDER.....\$ 18.15**

**WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.**

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**Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).**

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**The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is a union rate (current union negotiated rate for local),  
a survey rate (weighted average rate) or a union average rate  
(weighted union average rate).**

**Union Rate Identifiers**

**A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than "SU" or  
"UAVG" denotes that the union classification and rate were  
prevailing for that classification in the survey. Example:**

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

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## **WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material,  
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an  
interested party may appeal directly to the Administrative  
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



U.S. DEPARTMENT OF LABOR  
OFFICE OF THE SECRETARY  
WASHINGTON  
**DECISION OF THE SECRETARY**

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes for labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract and subcontractors on the work.

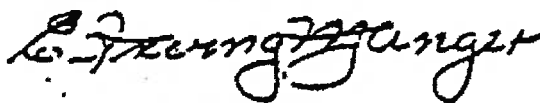
The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor



E. Irving Manger, Associate Administrator  
Division of Wage Determinations  
Wage and Labor Standards Administration

The following Form **FHWA-1273** titled **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** shall apply to this contract:

FHWA-1273 – Revised May 1, 2012

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**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

- 1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The



design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth

under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment; upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
  - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This

information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. Davis-Bacon and Related Act Provisions**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages**

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are

deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (I) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (II) The classification is utilized in the area by the construction industry; and
  - (II) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship



programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (I) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (II) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (III) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

- a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
  - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards

(29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).



- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local)

transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--  
Lower Tier Participants:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days the award of any construction subcontract in excess of \$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As, used in this provision:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
  - d. "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
  3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
  5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
  6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
  7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by

recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.



12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## ATTACHMENT A

<u>Economic Area</u>	<u>Goal (Percent)</u>
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA .....	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA .....	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties .....	12.0
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll;	
VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland;	
VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski;	
VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena	
Vista:	
VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg;	
VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro;	
WV Pendleton.	
022 Richmond, VA	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA .....	30.6
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell;	
VA Petersburg.	
6760 Richmond, VA .....	24.9

VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	
Non-SMSA Counties .....	27.9
VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023 Norfolk - Virginia Beach - Newport News VA:	
SMSA Counties:	
5680 Newport News- Hampton, VA .....	27.1
VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
5720 Norfolk - Virginia Beach - Portsmouth, VA - NC .....	26.6
NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	
Non-SMSA Counties .....	29.7
NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.	
Washington, DC:	
020 Washington, DC.	
SMSA Counties:	
8840 Washington, DC - MD - VA .....	28.0
DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.	
Non- SMSA Counties .....	25.2
MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	
Tennessee:	
052 Johnson City - Kingsport - Bristol, TN - VA	
SMSA Counties:	
3630 Johnson City - Kingsport -Bristol, TN-VA .....	2.6
TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott; VA Washington; VA Bristol.	
Non-SMSA Counties .....	3.2
TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.	
Maryland:	
019 Baltimore MD	
Non-SMSA Counties .....	23.6
MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worchester; VA Accomack; VA Northampton.	

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 107.15**

December 10, 2010

**Section 107.15** of the Specifications is replaced by the following:

**Section 107.15—Use of Disadvantaged Business Enterprises (DBEs)**

**A. Disadvantaged Business Enterprise (DBE) Program Requirements**

Any Contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations; and the Virginia Department of Transportation's (VDOT or the Department) Road and Bridge Specifications and DBE Program rules and regulations.

For the purposes of this provision, Contractor is defined as the Prime Contractor of the contract; and sub-contractor is defined as any DBE supplier, manufacturer, or subcontractor performing work or furnishing material, supplies or services to the contract. The Contractor shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subcontractor having work for which it intends to claim credit.

In accordance with 49 CFR Part 26 and VDOT's DBE Program requirements, the Contractor, for itself and for its subcontractors and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations and to bind the Contractor's subcontractors contractually to the same at the Contractor's expense.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein. Appeal requirements, processes, and procedures shall be in accordance with guidelines stated herein and current at the time of the proceedings. Where applicable, the Department will notify the Contractor of any changes to the appeal requirements, processes, and procedures after receiving notification of the Contractor's desire to appeal.

All time frames referenced in this provision are expressed in business days unless otherwise indicated. Should the expiration of any deadline fall on a weekend or holiday, such deadline will automatically be extended to the next normal business day.

## **B. DBE Certification**

The only DBE firms eligible to perform work on a federal-aid contract for DBE contract goal credit are firms certified as Disadvantaged Business Enterprises by the Virginia Department of Minority Business Enterprise (DMBE) or the Metropolitan Washington Airports Authority (MWAA) in accordance with federal and VDOT guidelines. DBE firms must be certified in the specific work listed for DBE contract goal credit. A directory listing of certified DBE firms can be obtained from the Virginia Department of Minority Business Enterprise and the Metropolitan Washington Airports Authority Internet websites: <http://www.dmbv.virginia.gov/> ; <http://mwaa.com/362.htm>

## **C. Bank Services**

The Contractor and each subcontractor are encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services and the fees charged for services typically will not be eligible for DBE Program contract goal credit. Such information is available from the VDOT's Internet Civil Rights Division website:

<http://insidevdot/C7/Civil%20Rights/default.aspx>

## **D. DBE Program-Related Certifications Made by Bidders\Contractors**

By submitting a bid and by entering into any contract on the basis of that bid, the bidder/Contractor certifies to each of the following DBE Program-related conditions and assurances:

1. That the management and bidding officers of its firm agree to comply with the bidding and project construction and administration obligations of the USDOT DBE Program requirements and regulations of 49 CFR Part 26 as amended, and VDOT's Road and Bridge Specifications and DBE Program requirements and regulations.
2. Under penalty of perjury and other applicable penal law that it has complied with the DBE Program requirements in submitting the bid, and shall comply fully with these requirements in the bidding, award, and execution of the contract.
3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The bidder certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The bidder further certifies that the bidder shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a bidder and a DBE whereby the DBE promises not to provide quotations for performance of work to other bidders is prohibited.
4. As a bidder, good faith efforts were made to obtain DBE participation in the proposed contract at or above the goal for DBE participation established by VDOT. It has submitted as a part of its bid true, accurate, complete, and detailed documentation of the good faith efforts it performed to meet the contract goal for DBE participation. The bidder, by signing and submitting its bid, certifies the DBE participation information submitted within the stated time thereafter is true, correct, and complete, and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item(s) that each listed DBE firm will perform, and the creditable dollar amounts of the participation of each listed DBE. The specific line item must reference the VDOT line number and item number contained in the proposal.

5. The bidder further certifies, by signing its bid, it has committed to use each DBE firm listed for the specific work item shown to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the bid, the bidder certifies on work that it proposes to sublet; it has made good faith efforts to seek out and consider DBEs as potential subcontractors. The bidder shall contact DBEs to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents.
6. Once awarded the contract, the Contractor shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBEs at or above the amount or percentage of the dollar value specified in the bidding documents. Further, the Contractor understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Contractor's own forces or those of an affiliate of the Contractor without the prior written consent of VDOT as set out within the requirements of this provision.
7. Once awarded the contract, the Contractor shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBEs. The designation and identity of this officer need be submitted only once by the Contractor during any twelve (12) month period at the preconstruction conference for the first contract the Contractor has been awarded during that reporting period. The Department will post such information for informational and administrative purposes at VDOT's Internet Civil Rights Division website.
8. Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract regulations and/or requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.
9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the prime Contractor, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original prime Contractor in accordance with the requirements of this specification.

#### **E. Disqualification of Bidder**

Bidders may be disqualified from bidding for failure to comply with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge Specifications.

## F. Bidding Procedures

The following bidding procedures shall apply to the contract for DBE Program compliance purposes:

1. **Contract Goal, Good Faith Efforts Specified:** All bidders evidencing the attainment of DBE goal commitment equal to or greater than the required DBE goal established for the project must submit completed Form C-111, Minimum DBE Requirements, and Form C-48, Subcontractor/Supplier Solicitation and Utilization, as a part of the bid documents.

Form C-111 may be submitted electronically or may be faxed to the Department, but in no case shall the bidder's Form C-111 be received later than 10:00 a.m. the next business day after the time stated in the bid proposal for the receipt of bids. Form C-48 must be received within ten (10) business days after the bid opening.

If, at the time of submitting its bid, the bidder knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 exhibiting the DBE participation it commits to attain as a part of its bid documents. The bidder shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the bid opening.

The lowest responsive and responsible bidder must submit its properly executed Form C-112, Certification of Binding Agreement, within three (3) business days after the bids are received. DBEs bidding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBEs as subcontractors.

If, after review of the apparent lowest bid, VDOT determines the DBE requirements have not been met, the apparent lowest successful bidder must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Contract Engineer within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at:  
<http://vdotforms.vdot.virginia.gov/>

Instructions for submitting Form C-111 can be obtained from the VDOT website at:  
[http://www.virginiadot.org/business/resources/const/Exp\\_DBE\\_Commitments.pdf](http://www.virginiadot.org/business/resources/const/Exp_DBE_Commitments.pdf)

2. **Bid Rejection:** The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid.

If the lowest bidder is rejected for failure to submit the required documentation in the specified time frames, the Department may award the work to the next lowest bidder, or re-advertise the proposed work at a later date or proceed otherwise as determined by the Commonwealth.

3. **Good Faith Efforts Described:** In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE participation sufficient to meet the DBE Program and contract goal requirements.

Good faith efforts may be determined through use of the following list of the types of actions the bidder may make to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

- (a) Soliciting through reasonable and available means, such as but not limited to, attendance at pre-bid meetings, advertising, and written notices to DBEs who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. The bidder shall solicit this interest no less than five (5) business days before the bids are due so that the solicited DBEs have enough time to reasonably respond to the solicitation. The bidder shall determine with certainty if the DBEs are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.
- (b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;
- (c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner, which will assist the DBEs in responding to a solicitation;
- (d) Negotiating for participation in good faith with interested DBEs;
  - 1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBEs that were considered; dates DBEs were contacted; a description of the information provided regarding the plans, specifications, and requirements of the contract for the work selected for subcontracting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBEs to perform the work;
  - 2. A bidder using good business judgment should consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and should take a firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not sufficient reason for a bidder's failure to meet the contract goal for DBE participation, as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make diligent good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference can be shown by the bidder to be excessive, unreasonable, or greater than would normally be expected by industry standards;
- (e) A bidder cannot reject a DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities. The DBE's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, and union vs. non-union employee status are not legitimate causes



for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal for DBE participation;

- (f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by VDOT or by the bidder/Contractor;
- (g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services subject to the restrictions contained in these provisions;
- (h) Effectively using the services of appropriate personnel from VDOT and from DMBE; available minority/women community or minority organizations; contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

#### **G. Documentation and Administrative Reconsideration of Good Faith Efforts**

**During Bidding:** As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, the bidder must provide Form C-49, DBE Good Faith Efforts Documentation, of its efforts made to meet the DBE contract goal as proposed by VDOT within the time frame specified in this provision. The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain the DBE firms participation in the proposed contract work.

However, regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed forms C-111, C-112, C-48, and C-49, as aforementioned, or face potential bid rejection.

If a bidder does not submit its completed and executed forms C-111, or C-112, when required by this Special Provision, the bidder's bid will be considered non-responsive and may be rejected.

Where the Department upon initial review of the bid results determines the apparent low bidder has failed or appears to have failed to meet the requirements of the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision and has failed to adequately document that it made a good faith effort to achieve sufficient DBE participation as specified in the bid proposal, that firm upon notification of the Department's initial determination will be offered the opportunity for administrative reconsideration before VDOT rejects that bid as non-responsive. The bidder shall address such request for reconsideration in writing to the Contract Engineer within five (5) business days of receipt of notification by the Department and shall be given the opportunity to discuss the issue and present its evidence in person to the Administrative Reconsideration Panel. The Administrative Reconsideration Panel will be made up of VDOT Division Administrators or their designees, none of who took part in the initial determination that the bidder failed to make the goal or make adequate good faith efforts to do so. After reconsideration, VDOT shall notify the bidder in writing of its decision and explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected.



If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the actual commitment identified by the lowest successful bidder at the time of its bid. The Contractor is still encouraged to seek additional DBE participation during the life of the contract.

However, such action will not relieve the Contractor of its responsibility for complying with the reduced DBE requirement during the life of the contract or any administrative sanctions as may be appropriate.

**During the Contract:** If a DBE, through no fault of the Contractor, is unable or unwilling to fulfill his agreement with the Contractor, the Contractor shall immediately notify the Department and provide all relevant facts. If a Contractor relieves a DBE subcontractor of the responsibility to perform work under their subcontract, the Contractor is encouraged to take the appropriate steps to obtain a DBE to perform an equal dollar value of the remaining subcontracted work. In such instances, the Contractor is expected to seek DBE participation towards meeting the goal during the performance of the contract.

If the Contractor fails to conform to the schedule of DBE participation as shown on the progress schedule, or at any point at which it is clearly evident that the remaining dollar value of allowable credit for performing work is insufficient to obtain the scheduled participation, and the Contractor has not taken the preceding actions, the Contractor and any aforementioned affiliates may be subject to disallowance of DBE credit until such time as conformance with the schedule of DBE participation is achieved.

**Project Completion:** If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinder from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s), elimination of items subcontracted to DBEs, or to circumstances beyond their control, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to enjoin the Contractor from bidding on other VDOT work as described herein, the enjoinder period will begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

#### H. DBE Participation for Contract Goal Credit

DBE participation on the contract will count toward meeting the DBE contract goal in accordance with the following criteria:

1. Cost-plus subcontracts will not be considered to be in accordance with normal industry practice and will not normally be allowed for credit.
2. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the contract goal for DBE participation in accordance with the **DBE Program-Related Certifications Made by Bidders/Contractors** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself or subcontracted by the DBE to other DBE firms.
3. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinctly defined portion of the contract work that the DBE has performed with the DBE's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Contractor seeks to claim the DBE's credit toward the DBE contract goal.
4. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a certified DBE. Work that a DBE subcontracts to either a non-DBE firm or to a non-certified DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or the prime's affiliated firms will not count toward the contract goal for DBE participation.
5. The Contractor may count expenditures to a DBE subcontractor toward the DBE contract goal only if the DBE performs a Commercially Useful Function (CUF) on that contract.
6. A Contractor may not count the participation of a DBE subcontractor toward the Contractor's final compliance with the DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A Contractor may count sixty (60) percent of its expenditures actually paid for materials and supplies obtained from a DBE certified as a regular dealer, and one hundred (100) percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.
  - (a) For the purposes of this Special Provision, a regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established business that regularly engages, as its principal business and under its own name, in the purchase and sale or lease of the products or equipment in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.
  - (b) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business where it keeps such items in stock if the DBE both owns and operates distribution equipment for the products it sells and provides for the contract work.

Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis to be eligible for credit to meet the DBE contract goal.

- (c) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the DBE regular dealer, who shall be responsible for their distribution.
- (d) For the purposes of this Special Provision, a manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the project specifications. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material, or purchase and substantially alter goods and materials to make them suitable for construction use before reselling them.
- (g) A Contractor may count toward the DBE contract goal the following expenditures to DBE firms that are not regular dealers or manufacturers for DBE program purposes:
  - 1. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive or greater than would normally be expected by industry standards for the same or similar services.
  - 2. The entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment under the DBE's supervision. This includes the cost of supplies and materials ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE, except supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or its affiliates.
- (h) A Contractor may count toward the DBE contract goal one hundred (100) percent of the fees paid to a DBE trucker or hauler for the delivery of material and supplies required on the project job site, but not for the cost of those materials or supplies themselves, provided that the trucking or hauling fee is determined by VDOT to be reasonable, as compared with fees customarily charged by non-DBE firms for similar services. A Contractor shall not count costs for the removal or relocation of excess material from or on the job site when the DBE trucking company is not the manufacturer of or a regular dealer in those materials and supplies. The DBE trucking firm shall also perform a Commercially Useful Function (CUF) on the project and not operate merely as a pass through for the purposes of gaining credit toward the DBE contract goal. Prior to submitting a bid, the Contractor shall determine, or contact the VDOT Civil Rights Division or its district Offices for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project. See section on **Miscellaneous DBE Program Requirements; Factors used to Determine if a DBE Trucking Firm is Performing a CUF.**
- (i) The Contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases, or other project work or service arrangements provided that those fees are determined by VDOT to be reasonable and not excessive as compared with fees customarily charged by non-DBE firms for similar services. For the purposes of this Special

Provision, a broker is defined as a person or firm that regularly engages in arranging for delivery of material, supplies, and equipment, or regularly arranges for the providing of project services as a course of routine business but does not own or operate the delivery equipment necessary to transport materials, supplies, or equipment to or from a job site.

#### **I. Performing a Commercially Useful Function (CUF)**

No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work and the DBE actually performs, manages, and supervises the work involved with the firm's own forces or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. To perform a CUF the DBE alone shall be responsible and bear the risk for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment, and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

**Monitoring CUF Performance:** It shall be the Contractor's responsibility to ensure that all DBE firms selected for subcontract work on the contract, for which he seeks to claim credit toward the contract goal, perform a CUF. Further, the Contractor is responsible for and shall ensure that each DBE firm fully performs the DBE's designated tasks with the DBE's own forces and equipment under the DBE's own direct supervision and management or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. For the purposes of this provision the DBE's equipment will mean either equipment directly owned by the DBE as evidenced by title, bill of sale or other such documentation, or leased by the DBE, and over which the DBE has control as evidenced by the leasing agreement from a firm not owned in whole or part by the prime Contractor or an affiliate of the Contractor under this contract.

VDOT will monitor the Contractor's DBE involvement during the performance of the contract. However, VDOT is under no obligation to warn the Contractor that a DBE's participation will not count toward the goal.

**DBEs Must Perform a Useful and Necessary Role in Contract Completion:** A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

**DBEs Must Perform The Contract Work With Their Own Workforces:** If a DBE does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involve, VDOT will presume that the DBE is not performing a CUF and such participation will not be counted toward the contract goal.

**VDOT Makes Final Determination On Whether a CUF Is Performed:** VDOT has the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, VDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of the involvement of other firms' forces and equipment. Any DBE work performed by the Contractor or by employees or equipment of the Contractor shall be subject to disallowance

under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated.

#### **J. Verification of DBE Participation and Imposed Damages**

Within fourteen days after contract execution, the Contractor shall submit to the Responsible Engineer, with a copy to the District Civil Rights Office (DCRO), a fully executed subcontract agreement for each DBE used to claim credit in accordance with the requirements stated on Form C-112. The subcontract agreement shall be executed by both parties stating the work to be performed, the details or specifics concerning such work, and the price which will be paid to the DBE subcontractor. Because of the commercial damage that the Contractor and its DBE subcontractor could suffer if their subcontract pricing, terms, and conditions were known to competitors, the Department staff will treat subcontract agreements as proprietary Contractor trade secrets with regard to Freedom of Information Act requests. In lieu of subcontract agreements, purchase orders may be submitted for haulers, suppliers, and manufacturers. These too, will be treated confidentially and protected. Such purchase orders must contain, as a minimum, the following information: authorized signatures of both parties; description of the scope of work to include contract item numbers, quantities, and prices; and required federal contract provisions.

The Contractor shall also furnish, and shall require each subcontractor to furnish, information relative to all DBE involvement on the project for each quarter during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63, DBE and SWAM Payment Compliance Report. The department reserves the right to request proof of payment via copies of cancelled checks with appropriate identifying notations. Failure to provide Form C-63 to the District Civil Rights Office (DCRO) within five (5) business days after the reporting period may result in delay of approval of the Contractor's monthly progress estimate for payment. The names and certification numbers of DBE firms provided by the Contractor on the various forms indicated in this Special Provision shall be exactly as shown on the DMBE's or MWAA's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the Contractor as shown on the Prequalification Application, Form C-32 or the Prequalification/Certification Renewal Application, Form C-32A, or authorized by letter from the Contractor. If DBE firms are used which have not been previously documented with the Contractor's bid and for which the Contractor now desires to claim credit toward the project goal, the Contractor shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE beginning work.

Form C-63 can be obtained from the VDOT website at: <http://vdotforms.vdot.virginia.gov/>

The Contractor shall submit to the Responsible Engineer its progress schedule with a copy to the DCRO, as required by Section 108.03 of the Specifications or other such specific contract scheduling specification that may include contractual milestones, i.e., monthly or VDOT requested updates. The Contractor shall include a narrative of applicable DBE activities relative to work activities of the Contractor's progress schedule, including the approximate start times and durations of all DBE participation to be claimed for credit that shall result in full achievement of the DBE goal required in the contract.

On contracts awarded on the basis of good faith efforts, narratives or other agreeable format of schedule information requirements and subsequent progress determination shall be based on the commitment information shown on the latest Form C-111 as compared with the appropriate Form C-63.

Prior to beginning any major component or quarter of the work, as applicable, in which DBE work is to be performed, the Contractor shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any current DBEs not previously submitted who will

perform the work during that major component or quarter for which the Contractor seeks to claim credit toward the contract DBE goal. The Contractor shall obtain the prior approval of the Department for any assistance it may provide to the DBE beyond its existing resources in executing its commitment to the work in accordance with the requirements listed in the **Good Faith Efforts Described** section of this Special Provision. If the Contractor is aware of any assistance beyond a DBE's existing resources that the Contractor, or another subcontractor, may be contemplating or may deem necessary and that have not been previously approved, the Contractor shall submit a new or revised narrative statement for VDOT's approval prior to assistance being rendered.

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified time frames, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

#### **K. Documentation Required for Semi-final Payment**

On those projects nearing completion, the Contractor must submit Form C-63 marked "Semi-Final" within twenty (20) days after the submission of the last regular monthly progress estimate to the DCRO. The form must include each DBE used on the contract work and the work performed by each DBE. The form shall include the actual dollar amount paid to each DBE for the accepted creditable work on the contract. The form shall be certified under penalty of perjury, or other applicable law, to be accurate and complete. VDOT will use this certification and other information available to determine applicable DBE credit allowed to date by VDOT and the extent to which the DBEs were fully paid for that work. The Contractor shall acknowledge by the act of filing the form that the information is supplied to obtain payment regarding a federal participation contract. A letter of certification, signed by both the prime Contractor and appropriate DBEs, will accompany the form, indicating the amount, including any retainage, if present, that remains to be paid to the DBE(s).

#### **L. Documentation Required for Final Payment**

On those projects that are complete, the Contractor shall submit a final Form C-63 marked "Final" to the DCRO, within thirty (30) days of the final estimate. The form must include each DBE used on the contract and the work performed by each DBE. The form shall include the actual dollar amount paid to each DBE for the creditable work on the contract. VDOT will use this form and other information available to determine if the Contractor and DBEs have satisfied the DBE contract goal percentage specified in the contract and the extent to which credit was allowed. The Contractor shall acknowledge by the act of signing and filing the form that the information is supplied to obtain payment regarding a federal participation contract.

#### **M. Prompt Payment Requirements**

The Contractor shall make prompt and full payment to the subcontractor(s) of any retainage held by the prime Contractor after the subcontractor's work is satisfactorily completed.

For purposes of this Special Provision, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by VDOT. When VDOT has made partial acceptance of a portion of the prime contract, the Department will consider the work of any subcontractor covered by that partial acceptance to be satisfactorily completed. Payment will

be made in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

Upon VDOT's payment of the subcontractor's portion of the work as shown on the monthly progress estimate and the receipt of payment by the Contractor for such work, the Contractor shall make compensation in full to the subcontractor for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the subcontractor's portion of the work shall mean the Contractor has issued payment in full, less agreed upon retainage, if any, to the subcontractor for that portion of the subcontractor's work that VDOT paid to the Contractor on the monthly progress estimate.

The Contractor shall make payment of the subcontractor's portion of the work within seven (7) days of the receipt of payment from VDOT in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

If the Contractor fails to make payment for the subcontractor's portion of the work within the time frame specified herein, the subcontractor shall contact the Responsible Engineer and the Contractor's bonding company in writing. The bonding company and VDOT will investigate the cause for non-payment and, barring mitigating circumstances that would make the subcontractor ineligible for payment, ensure payment in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations, and to bind the Contractor's subcontractors contractually to those prompt payment requirements.

Nothing contained herein shall preclude the Contractor from withholding payment to the subcontractor in accordance with the terms of the subcontract in order to protect the Contractor from loss or cost of damage due to a breach of agreement by the subcontractor.

#### **N. Miscellaneous DBE Program Requirements**

**Loss of DBE Eligibility:** When a DBE firm has been removed from eligibility as a certified DBE firm, the following actions will be taken:

1. When a Bidder/Contractor has made a commitment to use a DBE firm that is not currently certified, thereby making the Contractor ineligible to receive DBE participation credit for work performed, and a subcontract has not been executed, the ineligible DBE firm does not count toward either the contract goal or overall goal. The Contractor shall meet the contract goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the Contract Engineer that it has made good faith efforts to do so.
2. When a Bidder/Contractor has executed a subcontract with a certified DBE firm prior to official notification of the DBE firm's loss of eligibility, the Contractor may continue to use the firm on the contract and shall continue to receive DBE credit toward its DBE goal for the subcontractor's work.
3. When VDOT has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's performance on the contract before VDOT has issued the notice of its ineligibility shall count toward the contract goal.

**Termination of DBE:** If a certified DBE subcontractor is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, the Contractor must promptly



request approval to substitute or replace that firm in accordance with this section of this Special Provision.

The Contractor, as aforementioned in **DBE Program-Related Certifications Made by Bidders/Contractors**, shall notify VDOT in writing before terminating and/or replacing the DBE that was committed as a condition of contract award or that is otherwise being used or represented to fulfill DBE contract obligations during the contract performance period. Written consent from the Department for terminating the performance of any DBE shall be granted only when the Contractor can demonstrate that the DBE is unable, unwilling, or ineligible to perform its obligations for which the Contractor sought credit toward the contract DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a DBE shall not be based on the Contractor's ability to negotiate a more advantageous contract with another subcontractor whether that subcontractor is, or is not, a certified DBE.

1. All Contractor requests to terminate, substitute, or replace a certified DBE shall be in writing, and shall include the following information:
  - (a) The date the Contractor determined the DBE to be unwilling, unable, or ineligible to perform.
  - (b) The projected date that the Contractor shall require a substitution or replacement DBE to commence work if consent is granted to the request.
  - (c) A brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable, or ineligible to perform;
  - (d) A brief statement of the affected DBE's capacity and ability to perform the work as determined by the Contractor;
  - (e) A brief statement of facts regarding actions taken by the Contractor which are believed to constitute good faith efforts toward enabling the DBE to perform;
  - (f) The current percentage of work completed on each bid item by the DBE;
  - (g) The total dollar amount currently paid per bid item for work performed by the DBE;
  - (h) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and with which the Contractor has no dispute;
  - (i) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and over which the Contractor and/or the DBE have a dispute.
2. Contractor's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

The Contractor shall send a copy of the "request to terminate and substitute" letter to the affected committed DBE firm, in conjunction with submitting the request to the DCRO. The affected DBE firm may submit a response letter to the Department within two (2) business days of receiving the notice to terminate from the Contractor. The affected DBE firm shall explain its position concerning performance on the committed work. The



Department will consider both the Contractor's request and the DBE's response and explanation before approving the Contractor's termination and substitution request, or determining if any action should be taken against the Contractor.

If, after making its best efforts to deliver a copy of the "request to terminate and substitute" letter, the Contractor is unsuccessful in notifying the affected DBE firm, the Department will verify that the affected, committed DBE firm is unable or unwilling to continue the contract. The Department will immediately approve the Contractor's request for a substitution.

### 3. Proposed Substitution of Another Certified DBE

Upon termination of a DBE, the Contractor shall use reasonable good faith efforts to replace the terminated DBE. The termination of such DBE shall not relieve the Contractor of its obligations pursuant to this section, and the unpaid portion of the terminated DBE's contract will not be counted toward the contract goal.

When a DBE substitution is necessary, the Contractor shall submit an amended Form C-111 with the name of another DBE firm, the proposed work to be performed by that firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the originally committed DBE firm. The Contractor shall furnish all pertinent information including the contract I.D. number, project number, bid item, item description, bid unit and bid quantity, unit price, and total price. In addition, the Contractor shall submit documentation for the requested substitute DBE as described in this section of this Special Provision.

Should the Contractor be unable to commit the remaining required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Department will review the quality, thoroughness, and intensity of those efforts. Efforts that are viewed by VDOT as merely superficial or pro-forma will not be considered good faith efforts to meet the contract goal for DBE participation. The Contractor must document the steps taken that demonstrated its good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

### **Factors Used to determine if a DBE Trucking Firm is performing a CUF:**

The following factors will be used to determine whether a DBE trucking company is performing a CUF:

1. To perform a CUF the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation for which the DBE is responsible by subcontract on a particular contract. There shall not be a contrived arrangement, including, but not limited to, any arrangement that would not customarily and legally exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal;
2. The DBE must own and operate at least one fully licensed, insured, and operational truck used in the performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for and customarily used in hauling the necessary materials or supplies;
3. The DBE receives full contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures, and operates using drivers that the DBE employs and manages;

4. The DBE may lease trucks from another certified DBE firm, including from an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE will receive credit for the total fair market value actually paid for transportation services the lessee DBE firm provides on the contract;
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees, *not to exceed the value of transportation services provided by DBE-owned trucks on the contract*. For additional participation by non-DBE lessees, the DBE will only receive credit for the fee or commission it receives as a result of the lease arrangement.

#### **EXAMPLE**

DBE Firm X uses two (2) of its own trucks on a contract. The firm leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z.

		<b>Value of Trans. Serv.</b>
		(For Illustrative Purposes Only)
<b><u>Firm X</u></b>		
Truck 1	Owned by DBE	\$100 per day
Truck 2	Owned by DBE	\$100 per day
<b><u>Firm Y</u></b>		
Truck 1	Leased from DBE	\$110 per day
Truck 2	Leased from DBE	\$110 per day
<b><u>Firm Z</u></b>		
Truck 1	Leased from Non DBE	\$125 per day
Truck 2	Leased from Non DBE	\$125 per day
Truck 3	Leased from Non DBE	\$125 per day
Truck 4	Leased from Non DBE	\$125 per day
Truck 5	Leased from Non DBE*	\$125 per day
Truck 6	Leased from Non DBE*	\$125 per day

DBE credit would be awarded for the total transportation services provided by DBE Firm X and DBE Firm Y, and may also be awarded for the total value of transportation services by four (4) of the six (6) trucks provided by non-DBE Firm Z (not to exceed the value of transportation services provided by DBE-owned trucks).

**Credit = 8 Trucks**

**Total Value of Transportation Services = \$820**

In all, full DBE credit would be allowed for the participation of eight (8) trucks (twice the number of DBE trucks owned and leased) and the dollar value attributable to the Value of Transportation Services provided by the 8 trucks.

\* With respect to the other two trucks provided by non-DBE Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks that DBE Firm X receives as a result of the lease with non-DBE Firm Z.

6. For purposes of this section, the lease must indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks must display the name and identification number of the DBE firm that has leased the truck at all times during the life of the lease.

**Data Collection:** In accordance with 49CFR Section 26.11, all firms bidding on prime contracts and bidding or quoting subcontracts on federal-aid projects shall provide the following information to the Contract Engineer annually.

- o Firm name
- o Firm address
- o Firm's status as a DBE or non-DBE
- o The age of the firm and
- o The annual gross receipts of the firm

The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. However, the above information can be submitted by means of the Annual Gross Receipts Survey as required in the Prequalification/Certification application.

All bidders, including DBE prime Contractor bidders, shall complete and submit to the Contract Engineer the Subcontractor/Supplier Solicitation and Utilization Form C-48 for each bid submitted; to be received within ten (10) business days after the bid opening. Failure of bidders to submit this form in the time frame specified may be cause for disqualification of the bidder and rejection of their bid in accordance with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge specifications.

#### **O. Suspect Evidence of Criminal Behavior**

Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted, prosecution.

#### **Suspected DBE Fraud**

In appropriate cases, VDOT will bring to the attention of the U. S. Department of Transportation (USDOT) any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49CFR Part 31.

#### **P. Summary of Remedies for Non-Compliance with DBE Program Requirements**

Failure of any bidder/Contractor to comply with the requirements of this Special Provision for Section 107.15 of the Virginia Road and Bridge Specifications, which is deemed to be a condition of bidding, or where a contract exists, is deemed to constitute a breach of contract shall be remedied in accordance with the following:

### **1. Disadvantaged Business Enterprise (DBE) Program Requirements**

The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein.

### **2. DBE Program-Related Certifications Made by Bidders\Contractors**

Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each certified DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.

### **3. Disqualification of Bidder**

Bidders may be disqualified from bidding for failure to comply with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge Specifications.

### **4. Bidding Procedures**

The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid. If the lowest bidder is rejected for failure to submit required documentation in the specified time frames, the Department may either award the work to the next lowest bidder, or re-advertise and construct the work under contract or otherwise as determined by the Commonwealth.

In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were to the extent a bidder actively and aggressively seeking to meet the requirements would make. Regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed Forms C-111, C-112, C-48, and Form C-49, as aforementioned, or face potential bid rejection. If a bidder does not submit its completed and executed C-111, or C-112, when required by this Special Provision, the bidder's bid will be considered non-responsive and may be rejected. If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected. If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the

actual commitment identified by the lowest successful bidder at the time of its bid. The Contractor is encouraged to seek additional participation during the life of the contract.

If the Contractor fails to conform to the schedule of DBE participation as shown on the progress schedule, or at any point at which it is clearly evident that the remaining dollar value of allowable credit for performing work is insufficient to obtain the scheduled participation, the Contractor and any aforementioned affiliates may be enjoined from bidding for 60 days or until such time as conformance with the schedule of DBE participation is achieved. In such instances, the Contractor is expected to seek DBE participation towards meeting the goal during the prosecution of the contract.

If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinder from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s) or elimination of items subcontracted to DBEs, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. The enjoinder period will begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

#### **5. Verification of DBE Participation and Imposed Damages**

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified time frames, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received by VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

In addition to the remedies described heretofore in this provision VDOT also exercises its rights with respect to the following remedies:

#### **Suspect Evidence of Criminal Behavior**

Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.

In appropriate cases, VDOT will bring to the attention of the U. S. Department of Transportation (USDOT) any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49CFR Part 31.

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
USE OF DOMESTIC MATERIAL

July 26, 2013

**SECTION 102.05 PREPARATION OF BID** of the Specifications is amended to include the following:

In accordance with the provisions of Section 635.410(b) of Title 23 CFR, hereinafter referred to as "Buy America", except as otherwise specified, all iron and steel products (including miscellaneous steel items such as fasteners, nuts, bolts and washers) to be permanently incorporated for use on federal aid projects shall be produced in the United States of America regardless of the percentage they exist in the manufactured product or final form they take. Therefore, "Domestically produced in the United States of America" means all manufacturing processes must occur in the United States of America, to mean, in one of the 50 States, the District of Columbia, Puerto Rico or in the territories and possessions of the United States. Manufacturing processes are defined as any process which alters or modifies the chemical content, physical size or shape or final finish of iron or steel material) such as rolling, extruding, bending, machining, fabrication, grinding, drilling, finishing, or coating whereby a raw material or a reduced iron ore material is changed, altered or transformed into a steel or iron item or product which, because of the process, is different from the original material. For the purposes of satisfying this requirement "coating" is defined as the application of epoxy, galvanizing, painting or any other such process that protects or enhances the value of the material. Materials used in the coating process need not be domestic materials.

For the purposes herein the manufacturing process is considered complete when the resultant product is ready for use as an item in the project (e.g. fencing, posts, girders, pipe, manhole covers, etc.) or is incorporated as a component of a more complex product by means of further manufacturing. Final assembly of a product may occur outside of the United States of America provided no further manufacturing process takes place.

Raw materials such as iron ore, pig iron, processed, pelletized and reduced iron ore, waste products (including scrap, that is, steel or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, or the like and steel trimmings from mills or product manufacturing) and other raw materials used in the production of steel and/or iron products may, however, be imported. Extracting, handling, or crushing the raw materials which are inherent to the transporting the materials for later use in the manufacturing process are exempt from Buy America. The use of foreign source steel or iron billet is not acceptable under the provisions of Buy America. For the purposes of this provision all steel or iron material not meeting the criteria as domestically produced in the United States of America will be considered as "foreign" material. All iron and steel items will be classified hereinafter as "domestic" or "foreign", identified by and subject to the provisions herein.

Domestically produced iron or steel ingots or billets shipped outside the United States of America for any manufacturing process and returned for permanent use in a project would not comply with "Buy America" requirements.

Buy America provisions do not apply to iron or steel products used temporarily in the construction of a project such as temporary sheet piling, temporary bridges, steel scaffolding, falsework or such temporary material or product or material that remains in place for the Contractor's convenience.

Section 635.410(b) of Title 23 CFR permits a minimal amount of steel or iron material to be incorporated in the permanent work on a federal-aid contract. The cost of such materials or products must not exceed one-tenth of one percent of the contract amount or \$2500, whichever is greater. The cost of the foreign iron or steel material is defined as its monetary value delivered to the job site

and supported by invoices or bill of sale to the Contractor. This delivered to site cost must include transportation, assembly, installation and testing.

In the event the total cost of all "foreign" iron and steel product or material does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater, the use of such material meeting the limitations herein will not be restricted by the domestic requirements herein. However, by signing the bid, the Bidder certifies that such cost does not exceed the limits established herein.

**Waivers:**

With prior concurrence from Federal Highway Administration (FHWA) headquarters, the Federal Highway Division Administrator may grant a waiver to specific projects provided it can be demonstrated:

1. that the use of domestic steel or iron materials would be inconsistent with the public interest; or
2. materials or products requested for use are not produced in the United States in sufficient or reasonably available quantities and are of satisfactory quality for use in the permanent work.

The waiver request shall be submitted with supportive information to include:

1. Project number\description, project cost, waiver item, item cost, country of origin for the product, reason for the waiver, and
2. Analysis of redesign of the project using alternative or approved equal domestic products

In order to grant such a waiver the request for the waiver must be published in the Federal Register for a period not less than 15 days or greater than 60 days prior to waiving such requirement. An initial 15 day comment period to the waiver will be available to the public by means of the FHWA website: <http://www.fhwa.dot.gov/construction/contracts/waivers.cfm>. Following that initial 15 day period of review and comment the request for waiver will be published by the FHWA in the Federal Register. The effective date of the FHWA finding, either to approve or deny the waiver request, will be 15 days following publication in the Federal Register.

Only the FHWA Administrator may grant nationwide waivers which still are subject to the public rulemaking and review process.

**Alternative Bidding Procedures:**

An alternative bidding procedure may be employed to justify the use of foreign iron and/or steel. To qualify under this procedure the total project is bid using two alternatives, one based on the use of domestic products and the other, the use of corresponding foreign source steel and/or iron materials.

In accordance with the provisions of Section 103.02 the Contract will be awarded to the lowest responsive and responsible bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total exceeds the lowest total bid based on furnishing foreign iron and/or steel by more than 25 percent, in which case the award will be made to the lowest responsive and responsible bidder furnishing foreign iron and/or steel based upon furnishing verifiable supportive data. The bidder shall submit a bid based on permanently incorporating only domestic iron and/or steel in the construction of the project. The bidder may also submit a bid for the same proposed contract based on being allowed to permanently incorporate corresponding foreign iron and/or steel materials meeting the other contract requirements into the work on the contract. If he chooses to submit such a bid, that alternate bid shall clearly indicate which foreign iron and/or steel items will be permanently



installed in the work as well as contain prices for all other items listed in the corresponding domestic proposal to complete a total "Foreign" bid.

In the event the contract is awarded to the bidder furnishing foreign iron and/or steel materials or items the provision for price adjustment of steel items will be permitted, however, price fluctuations shall use the U.S. index as stated in the Special Provision for Price Adjustment For Steel. The Contractor must indicate which corresponding eligible steel items he chooses price adjustment to apply. In the event the contract is awarded to a bidder furnishing foreign iron and/or steel items and during the life of that contract the Contractor discovers he can not furnish foreign iron and/or steel material as originally anticipated and agreed upon, he shall be responsible to honor the total bid price and furnish such iron and/or steel materials meeting the contract requirements from other sources as necessary to complete the work.

In the event the Contractor proposes to furnish "foreign" iron and steel and can verify a savings in excess of 25 percent of the overall project cost if bid using domestic materials, the Contractor shall submit a second complete paper bid proposal clearly marked "Foreign" including Form C-7 and supportive data supplement on all sheets. Supportive data shall list, but not be limited to, origin of material, best price offer, quantity and complete description of material, mill analysis, evidence or certification of conformance to contract requirements, etc. The "Foreign" bid shall be completed using the best price offer for each corresponding bid item supplying foreign material in the alternative bid and submit the same with the Contractor's "Domestic" bid. The Contractor shall write the word "Foreign" by the bid total shown on Form C-7 as well as last page of Schedule of Items showing the total bid amount. The bidder shall also contact the State Contract Engineer to inform him that he is also submitting an alternate "Foreign" paper bid..

The information listed on the supportive data sheet(s) will be used to provide the basis for verification of the required cost savings. In the event comparison of the prices given, or corrected as provided in Section 103.01 of the Specifications, shows that use of "foreign" iron and steel items does not represent a cost savings exceeding the aforementioned 25 percent, "domestic" iron and/or steel and prices given there for shall be used and the "100 percent Domestic Items Total" shall be the Contractor's bid.

#### **Certification of Compliance:**

Where domestic material is supplied, prior to incorporation into the Work, the Contractor shall furnish to the Department a certificate of compliance (such as may be furnished by steel mill test reports) that all steel and/or iron products supplied to the project except as may be permitted (one-tenth of one percent of the total contract cost or \$2,500, whichever is greater) and permanently incorporated into the work satisfies the domestic requirements herein. This certification shall contain a definitive statement about the origin of all products covered under the provisions of Buy America as stated herein.

In lieu of the Contractor providing personal certification, the Contractor may furnish a stepped certification in which each handler of the product, such as supplier, fabricator, manufacturer, processor, etc. furnishes an individual certification that their step in the process was domestically performed.

## **USDOT 1050.2**

### **APPENDIX A**

#### **TITLE VI CONTRACT PROVISIONS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this contract. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person in the state of Virginia shall, on the basis of race, color, national origin, sex, age, disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the USDOT Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor or work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arkansas State Highway & Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Arkansas State Highway & Transportation Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arkansas State Highway & Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(7

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Arkansas State Highway & Transportation Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arkansas State Highway & Transportation Department to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

**Belmont-Ferry Farm Trail Phase 5A**

**VDOT Project #: EN97-089-107**

**UPC# 107551 (Advertisement / Construction Only)**

**FHWA #: TEA-089-6 (124)**


#### **IV. NO PLAN PROJECT BELMONT CROSSING**

**NO PLAN PROJECT  
BELMONT CROSSING  
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

Utilities N/A and/or Railroads N/A are involved in the construction of this project.



This project is to be constructed in accordance with the Department's 2007 Road and Bridge Specifications, 2008 Road and Bridge Standards, 2009 MUTCD, 2011 Work Area Protection Manual and as amended by contract provisions and the complete plan assembly.

Design features relating to construction or to regulation and control of traffic may be subject to change as deemed necessary by the department.

LOCALLY ADMINISTERED PROJECTS	
STAFFORD COUNTY	
NAME OF LOCALITY	
	
KEITH C. DAYTON	
RECOMMENDED FOR APPROVAL FOR CONSTRUCTION	
6/1/2015	DEPUTY COUNTY ADMINISTRATOR
DATE	TITLE OF POSITION


ORDER NO.:  
CONTRACT ID. NO.:

NO PLAN PROJECT  
BELMONT CROSSING  
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
SEALING AND SIGNING SHEET

 **Commonwealth of Virginia**  
**Virginia Department of Transportation**   
VERIFICATION OF COMPLETION OF  
ADVANCED WORK ZONE TRAFFIC CONTROL TRAINING


This is to verify that **Matthew Beales** has successfully completed training and an examination by the Department on the proper practices and methods for the installation, maintenance and removal of temporary traffic control devices.

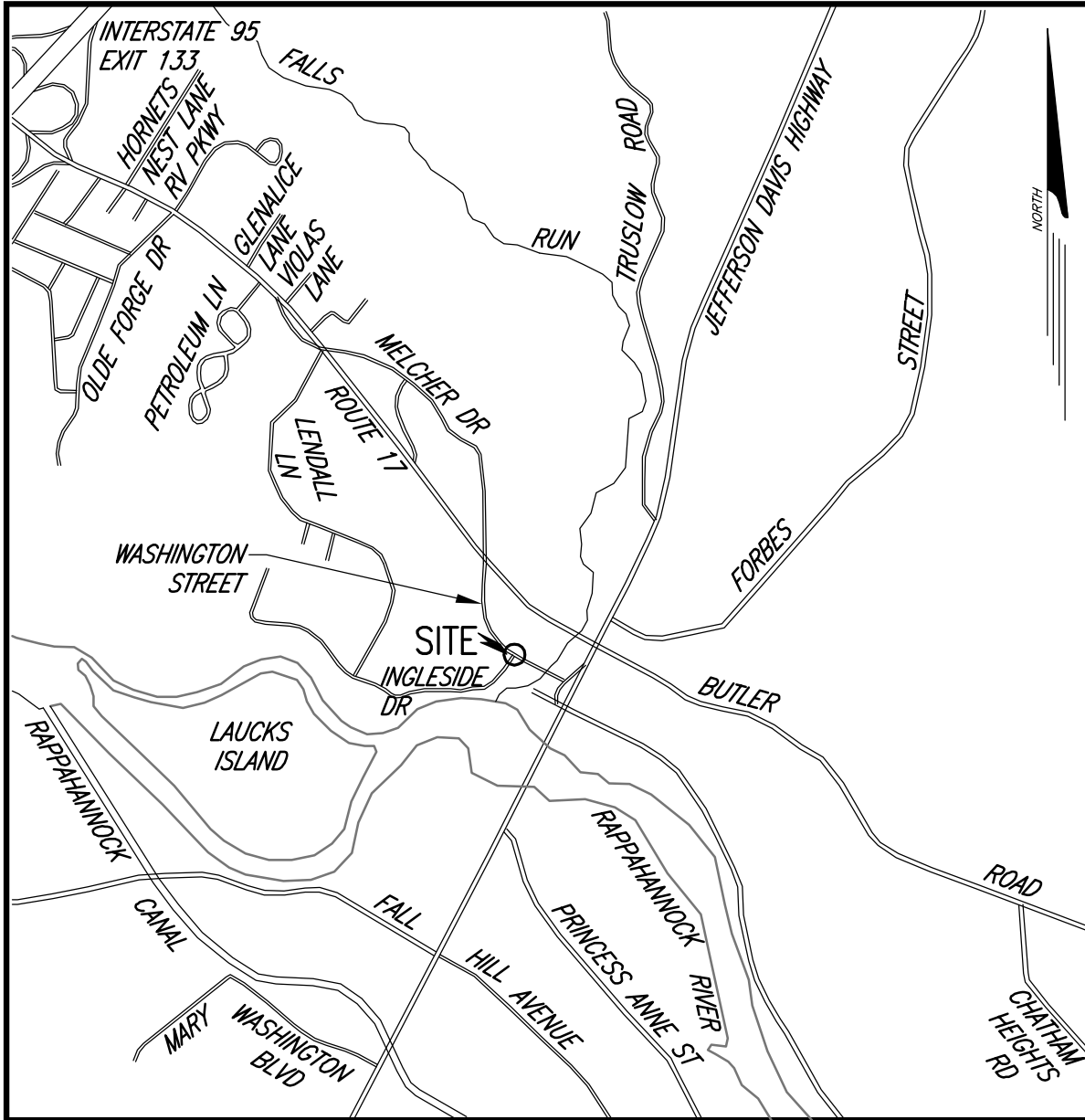
Date: 4/10/2014

  
State Traffic Engineer

Verification No. : 041014011

Expiration Date: 4/30/2018

Sealed and Signed by: 
Rinker Design Associates Fredericksburg, Virginia Roadway/Hydraulics Design Engineer



VICINITY MAP  
BELMONT CROSSING  
STAFFORD COUNTY, VA  
SCALE: 1" = 2000'

**Rinker Design Associates, P.C.**

Engineering \* Surveying \* Land Planning \* Transportation \* Environmental Services  
9385 Discovery Boulevard, Suite 200, Manassas VA, 20109 on the web @ [www.rdacivil.com](http://www.rdacivil.com)  
Telephone: (703) 368-7373 Fax: (703) 257-5443  
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**ORDER NO.:**  
**CONTRACT ID. NO.:**

**GENERAL NOTES**

1. All construction shall conform to the Virginia Department of Transportation standards and specifications.
2. The existing underground utilities shown are based upon available information. The contractor shall be responsible for determining the exact location of all utilities before commencing work and for any damages which occur by his failure to locate or preserve these underground utilities. If during construction the contractor should encounter utilities other than those shown on the plans, he shall immediately notify the Project Manager for the County (Chris Hoppe @ (540) 658-4607) and take necessary proper steps to protect the facility and assure continuance of service.
3. Crosswalk (continental type) striping to be Class 1, Type B, white, 24" width, 8' length, 2' spacing. 24-inch lines shall be applied in one application. No combination of lines (four - 6 inch lines) will be accepted. Prior to placement of striping, surface to be prepared in accordance with VDOT specifications.
4. Contractor to avoid damage/disturbance to Utility Pole #300E. Any excavation located within 1' requires notification of Verizon (pole owner) at (703) 369-9571 to ensure pole stability.
5. Contractor to avoid damage/disturbance to wall. Contractor to perform minor grading necessary to ensure positive drainage.



**ORDER NO.:  
CONTRACT ID. NO.:**

**Erosion & Sediment Control Plan Narrative**

**Project Description**

This project will consist of a crosswalk across Ingleside Drive, a sidewalk along with the intersection with proposed curb and gutter, and a raised crosswalk/speed hump across Washington Street. The following erosion and sediment control measures are proposed to control runoff from the site.

**Project Location**

This project is located at the intersection of Washington Street and Ingleside Drive. Latitude 38°19'25" N, Longitude 77°28'18" W.

**Project Area**

The project will be built within existing right of way along Ingleside Drive & Washington Street.

**Existing Site Conditions**

The existing site consists on an existing intersection, brush and trees along the shoulder where the sidewalk is proposed, and the ties to an existing sidewalk along Washington Street.

**Soils**

The soil located within the project limits is:

Soil Symbol: Cw  
Soil Name: Cut and fill land  
HSG: N/A  
K-Factor: N/A  
Drainage Class: N/A  
Slopes: N/A

Runoff from the project will discharge to: Rappahannock River

**Adjacent Areas**

The project is adjacent to Historical Belmont property to the west, and residential lots to the east and north.

**Critical Areas**

There are no critical areas within the project limits.

**ORDER NO.:**  
**CONTRACT ID. NO.:**

**Erosion & Sediment Control Plan**

- Provide minimum grubbing to allow E&S installation.
- If required, perimeter controls shall be installed prior to upslope disturbances.
- If required, temporary silt fence shall be utilized at the toe of slopes.
- Install temporary rock check dam as shown on plans. A Type II Rock Check Dam shall be utilized in the ditch line. If the drainage cannot be controlled within the ditch line, then temporary filter barrier shall be installed along the toe of slope.
- The project shall be stabilized in accordance with VDOT Specification 303.03(b)
- All E&S controls shall be removed within 30 days after the project has been stabilized.
- All disturbed areas will be stabilized with seed and mulch in accordance with the Roadside development sheet.
- For additional guidance on E&S controls, refer to IIM-LD-11.28.

## CORE MIX

MIX	LBS./ ACRES	DESCRIPTION
1	▲	* 100 % CERTIFIED FINE FESCUE
2	▲ 100	100 % CERTIFIED TALL FESCUE
3	▲	50% CERTIFIED TALL FESCUE * 50% CERTIFIED FINE FESCUE
4	▲	50 % ORCHARDGRASS 50 % CERTIFIED KENTUCKY BLUEGRASS
5	▲	100% BERMUDAGRASS
TEMPORARY		
3/1 – 5/16 and	50	50 % CERTIFIED TALL FESCUE
8/16 – 3/1	50	50 % BARLEY, WINTER RYE OR WINTER WHEAT
5/16 – 8/16	50	50 % FOXTAIL MILLET
	50	50 % CERTIFIED TALL FESCUE

▲ ALL RATES TO BE SPECIFIED BY THE DISTRICT ROADSIDE MANAGER

\* FINE FESCUES INCLUDE CHEWINGS, CREEPING RED, HARD, SHEEP

## ROADSIDE DEVELOPMENT BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

SHEET 1 OF 3

## Rinker Design Associates, P.C.

Engineering \* Surveying \* Land Planning \* Transportation \* Environmental Services  
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Telephone: (703) 368-7373 Fax: (703) 257-5443  
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## ADDITIVES

TYPE	LBS./ ACRES	DESCRIPTION
A	▲	100% LOVEGRASS
B	▲ 20	100 % BARLEY, WINTER RYE OR WINTER WHEAT
C	▲ 20	100% FOXTAIL MILLET
D	▲ 20	100% ANNUAL RYEGRASS
E	▲	100% CROWNVETCH (LEGUME)
F	▲	100% SERICEA LESPEDEZA (LEGUME)
G	▲	100% BIRDSFOOT TREFOIL (LEGUME)
H	▲	
I	▲	
J	▲	
K	▲	

SECTION OF SEED LOCATIONS

## ROADSIDE DEVELOPMENT BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

SHEET 2 OF 3

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\\artemis\data\work\13028\13028-001 Trail PH4\Exhibits\Belmont Crossing Exhibit - No Plan.dwg | Plotted on 1/8/2015 10:52 AM | by Anne Zheng

## SEEDING SCHEDULE

	SLOPES SEED MIX WITH ADDITIVE	MOWED SEED MIX WITH ADDITIVE	SLOPES SEED MIX WITH ADDITIVE	MOWED SEED MIX WITH ADDITIVE	SLOPES SEED MIX WITH ADDITIVE	MOWED SEED MIX WITH ADDITIVE
	SPRING MONTH & DATE 4/1 - 6/1		SUMMER MONTH & DATE 6/1 - 9/15		FALL & WINTER MONTH & DATE 9/15 - 4/1	
	PROJECT NUMBERS					
	17570	2D	2D	2C	2C	2B
✱ SPECIFY KIND OF FINE FESCUE						

## ROADSIDE DEVELOPMENT BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

SHEET 3 OF 3



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## NOTES:

APPROXIMATELY 0.02 ACRES WILL BE DISTURBED ON THIS PROJECT AND WILL REQUIRE THE ESTABLISHMENT OF GRASSES AND /OR LEGUMES.

### NOTES FOR FIELD USE ONLY

OVER SEEDING RATES SHALL BE 100% OF THE SEED MIXTURE SUPPLIED WITHOUT FERTILIZER.

THE ENGINEER WILL REQUIRE THE CONTRACTOR TO PERFORM SUPPLEMENTAL SEEDING WHEN LESS THAN 75 PERCENT UNIFORM STAND OF THE PERMANENT GRASS SPECIFIED IN THE MIXTURE OBTAINED. (ANNUAL SPECIES SUCH AS, RYE AND MILLET ARE TEMPORARY VARIETIES AND REQUIRE SUPPLEMENTAL SEEDING.)

### NOTES APPLY TO SCHEDULE

LEGUME SEED MIXES (BIRDSFOOT TREFOIL, CROWN VETCH AND SERICEA LESPEDEZA) AND WEEPING LOVEGRASS SHALL NOT BE USED ON SHOULDERS AND OTHER LOCATIONS FLATTER THAT 3:1 SLOPE.

LEGUME SEED SHALL BE INOCULATED WITH THE APPROPRIATE STRAIN AND RATE OF BACTERIA. FOR HYDROSEEDING, USE FIVE TIMES THE DRY SEEDING RATE OF INOCULANT.

A TEMPORARY MIX OF EROSION CONTROL MULCH, AS DIRECTED BY THE ENGINEER, IS TO BE USED ONLY ON AREAS THAT ARE TO BE REGRADED OR LATER DISTURBED, IF LEFT DORMANT FOR MORE THAN 15 DAYS.

EROSION CONTROL MULCH, AS DIRECTED BY THE ENGINEER, IS TO USED ON AREAS THAT ARE TO BE LEFT DORMANT FOR MORE THAN 15 DAYS BETWEEN DECEMBER 1 AND FEBRUARY 28.

SPRING AND SUMMER FALL AND WINTER DEFINED FOR THE PURPOSE OF DETERMINING WHETHER HULLED OR UNHULLED BERMUDA AND SERICEA LESPEDEZA SEED IS REQUIRED:

SPRING & SUMMER 4/1 – 9/15 – USE HULLED SEED  
FALL & WINTER 9/15 – 4/1 – USE UNHULLED SEED

## ROADSIDE DEVELOPMENT - NOTES BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

SHEET 1 OF 2



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## NOTES:

TYPE I MULCH (STRAW) TO BE USED ON NEWLY SEEDED AREAS ADJACENT TO ALL WATERWAYS, WETLANDS, SWAMPS, OR ANY AREA IN WHICH DRAINAGE FLOWS TOWARD AREAS UNDER THE JURISDICTION OF THE ENVIRONMENTAL REGULATORY AGENCIES.

TYPE I MULCH SHALL BE APPLIED TO PROVIDE A MINIMUM 90% COVERAGE.

TYPE I MULCH SHALL BE TACKED WITH FIBER MULCH AT THE RATE OF 750 LBS. PER ACRE  
AND/OR MULCH TACKIFER.

TYPE II MULCH (FIBER MULCH) MAY BE SUBSTITUTED FOR TYPE I MULCH AT THE RECOMMENDATION OF THE DISTRICT ROADSIDE MANAGER.

TYPE II MULCH SHALL BE APPLIED AT A RATE OF 4000 LBS. OR 2 TONS (NET DRY WEIGHT) PER ACRE TO PROVIDE A MINIMUM OF 90 PERCENT COVERAGE, AND SHALL BE APPLIED IN A SEPARATE APPLICATION.

EROSION CONTROL MULCH, AS LISTED ON THE VDOT APPROVED PRODUCTS LIST, SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

EROSION CONTROL MULCH SHALL PROVIDE 100% COVERAGE OF ALL DENUDED AREAS.

ALL TOPSOIL IS TO BE FREE OF HARD LUMPS, CLOUDS, ROCKS AND FOREIGN DEBRIS AND IS TO BE HAND RAKED TO TIE INTO EXISTING LAWNS.

ALL SEED MUST BE IN CONFORMANCE WITH VDOT SEED SPECIFICATIONS FOR GRASSES & LEGUMES AND BE PROVIDED AT THE PROJECT SITE IN BAGS NOT OPENED AND LABELED FOR USE ON VDOT PROJECTS WITH A GREEN TAG CERTIFYING INSPECTION BY THE VIRGINIA CROP IMPROVEMENT ASSOCIATION.

## ROADSIDE DEVELOPMENT - NOTES BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

SHEET 2 OF 2



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**ORDER NO.:**  
**CONTRACT ID. NO.:**

**Field Narrative**

- Provide striping on existing road at crosswalks in accordance with General Note #3.
- One foot of pavement patching (IM-19.0A) is required to allow proposed curb & gutter to sit flush with the existing pavement.
- Minimal grading required for sidewalk construction.
- The sidewalk typical section is to be constructed the entire length of the proposed sidewalk.
- Minimal clearing and grubbing is to be performed where necessary to allow the construction of the proposed sidewalks.
- If required, install temporary silt fence along toe of disturbed slopes.
- Temporary Rock Check Dam will be required in ditch as shown in plans.
- This project is to be constructed within existing right of way.



**ORDER NO.:**  
**CONTRACT ID. NO.:**

**Summary of Quantities**  
**Project: Belmont Crossing**

ITEM NUMBER	Description	U.O.M	Quantity
00100	MOBILIZATION	L.S.	1
00125	GRADING	L.S.	1
10123	AGGR. BASE MATL. TY. I NO. 21A	TON	9
10610	ASPHALT CONCRETE TY. IM-19.0A	TON	16
10625	FLEX. PAV. TIE-IN PLANING 0"-2"	SY	62
10635	ASPHALT CONCRETE TY. SM-9.5A	TON	8
12020	STD. CURB CG-2 (WALL BEHIND S/W)	LF	35
12600	STD. COMB. CURB & GUTTER CG-6	LF	20
12610	RAD. COMB. CURB & GUTTER CG-6	LF	45
13108	CG-12 DETECTABLE WARNING SURFACE	SY	5
13520	RETAINING WALL RW-2	CY	2
13561	POROUS BACKFILL	CY	1
13565	RETAINING WALL EXCAVATION	CY	2
14440	SAW CUT SIDEWALK	LF	8
14450	SAW CUT CURB, GUTTER AND ENTRANCES	LF	63
24160	CONSTRUCTION SIGNS	SF	222
24278	GROUP 2 CHANNELIZING DEVICES	DAY	200
24282	FLAGGER SERVICE	HR	64
24410	DEMOLITION OF PAVEMENT	SY	12
26116	DRY RIP-RAP A1	SY	1
27102	REGULAR SEED	LB	5
27103	OVERSEEDING	LB	5
27215	FERTILIZER	LB	5
27250	LIME	LB	5
27415	CHECK DAM (ROCK) TY. II	EA	1
27430	SILTATION CONTROL EXCAVATION	CY	1
50108	SIGN PANELS	SF	41
50434	SIGN POST STP-1, 2 1/2"	LF	60
50490	CONCRETE FOUNDATION STP-1	EA	4
50759	RELOC. EXIST. SIGN PANEL TY. SP-1	EA	1
54040	PAVEMENT MARKING - TY. B, CL. I, 12"	LF	115
54042	PAVEMENT MARKING - TY. B, CL. I, 24"	LF	80
-	A3 CONCRETE WITH EXPOSED AGGREGATE SURFACE	SY	33
-	3" GALVANIZED STEEL PIPE	LF	33

**ORDER NO.:**  
**CONTRACT ID. NO.:**

**Transportation Management Plan General Notes**

1. The work zone of the contract is at the intersection of Washington Street & Ingleside Drive. This is a Type "A" Traffic Management Plan. Off site detours are not needed.
2. The lane closures occurring along East and West bound Washington Street, and North and South bound Ingleside Drive due to construction, cannot occur simultaneously as this will not allow for traffic flow. The contractor is to build and complete one side and remove all TMP measures prior to beginning the other side.
3. Unless otherwise approved or directed by the Engineer (VDOT), the Contractor shall plan and prosecute the work in accordance with the following:
  - a. Generally, construction activities will be conducted while highway travel is temporarily limited. Notification shall be in accordance with the VDOT permit.
  - b. It is anticipated that the following 2011 Virginia Work Area Protection Manual typical traffic control applications will be used to perform the contract work: TTC-23.0 During periods that operations are performed under traffic, the speed limit shall be, as posted. In addition, "ROAD WORK AHEAD" signs shall be placed in advance of the work zone.
  - c. The contractor shall submit a maintenance of traffic schedule, including all proposed lane and shoulder closures, at least two weeks prior the actual closures are to begin for review and approval.
  - d. The contractor shall submit the final plan of all proposed lane and shoulder closures by close of business Wednesday for work in the following week requiring the lane or shoulder closures in order for the Department to notify the general public, appropriate public entities, Traffic Management Center, and the Regional Traffic Engineer.
  - e. An onsite review of the project's work zone traffic control by the project management team, Regional Traffic Engineer and contractor shall be conducted within 24 hours of any fatal incident/crash within the work zone.
  - f. Periodic work zone reviews shall be conducted jointly by the project management team, Regional Traffic Engineer and contractor.
  - g. All traffic control devices and signs necessary for the maintenance of traffic are to be supplied, installed, maintained and removed by the contractor.
  - h. All traffic control device locations shall be marked by the Contractor and reviewed by the Engineer prior to installation.
  - i. Construction signs shall be fabricated and installed in accordance with the Manual of Uniform Traffic Control Devices 2009 Edition, Standard Highway Sign Manual 2011 Edition, Virginia Work Area Protection Manual 2011 Edition, 2008 Road and Bridge Standards and the 2007 Road and Bridge Specifications.
  - j. All signs will be either removed from the roadway when not needed or covered per section 6F.04 of the Virginia Work Area Protection Manual, 2011 Edition.

**ORDER NO.:**  
**CONTRACT ID. NO.:**

- k. Some sketches and drawings are not to scale and shall be used for reference only.
  - l. Traffic primarily consists of residents, delivery trucks, and school buses. During peak hours however daily commuters are the prevailing traveler for this intersection.
  - m. Sidewalk closures shall be in accordance with TTC-35.0 and TTC-36.0, if applicable.
4. Group 2 channelizing devices are to be placed as directed by the Va. WAPM, page A-7.
  5. Work activity in the roadway will be allowed from 8:30 am and 4:30pm Monday thru Friday. For alternate work hours the contractor must submit in writing the proposed alternate hours to the Fredericksburg District Permit Office for review and approval. Holiday restrictions outlined in the 2007 Road and Bridge Specifications Section 108.02.
  6. Lane closures will be permitted.
  7. Temporary lane widths are not to be less than the existing lane width (desirable 11' minimum) without concurrence of the Regional Traffic Engineer.
  8. No objects, equipment, or stored materials may interfere with sight distance of entrances and intersections.
  9. Portable changeable message signs shall be placed per the Virginia Work Area Protection Manual or as directed by the Engineer.
  10. VDOT will not assist contractor in securing staging area for equipment and materials within the State R/W.
  11. Contractor shall maintain access to private entrances during operations.
  12. The contractor needs to contact Central Region Operations Traffic Signals at (804)524-6592 for a mark out of the traffic signal equipment a minimal of 72 hours prior to work beginning when working within 1,000 feet of a traffic signal.
  13. All areas excavated below existing pavement surfaces at the conclusion of each workday shall be backfilled to form a 4:1 wedge against pavement surface for the safety and protection of vehicular traffic.
  14. The contractor shall provide temporary drainage as required to prevent ponding of water on the roadway and adjacent properties at no cost to VDOT.
  15. Contractor shall protect any existing guardrail and supports within construction area from damage. Any guardrail or supports damaged during construction operations shall be repaired or replaced to pre-construction conditions by the contractor.
  16. Maintenance of traffic shall be done in accordance with the Virginia Work Area Protection Manual dated 2011 and the 2009 Edition of the Manual of Uniform Traffic Control Devices.
  17. All coordination for maintenance of traffic shall be performed by the Fredericksburg District Land Use Permits Office. The contact numbers are:

David Beale, PE, VDOT (Fredericksburg District Land Use Engineer) 540-654-1973  
VDOT Permit Inspector 540-654-1612 , VDOT Permit Inspector 540-654-1613

**ORDER NO.:**  
**CONTRACT ID. NO.:**

18. This Traffic Management Plan was prepared by Matthew Beales who successfully completed the Advanced WZTC in 04/10/2014.

**PUBLIC COMMUNICATIONS PLAN**

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Notification of construction start/end dates and work zone information will be entered into the VA. Traffic system.

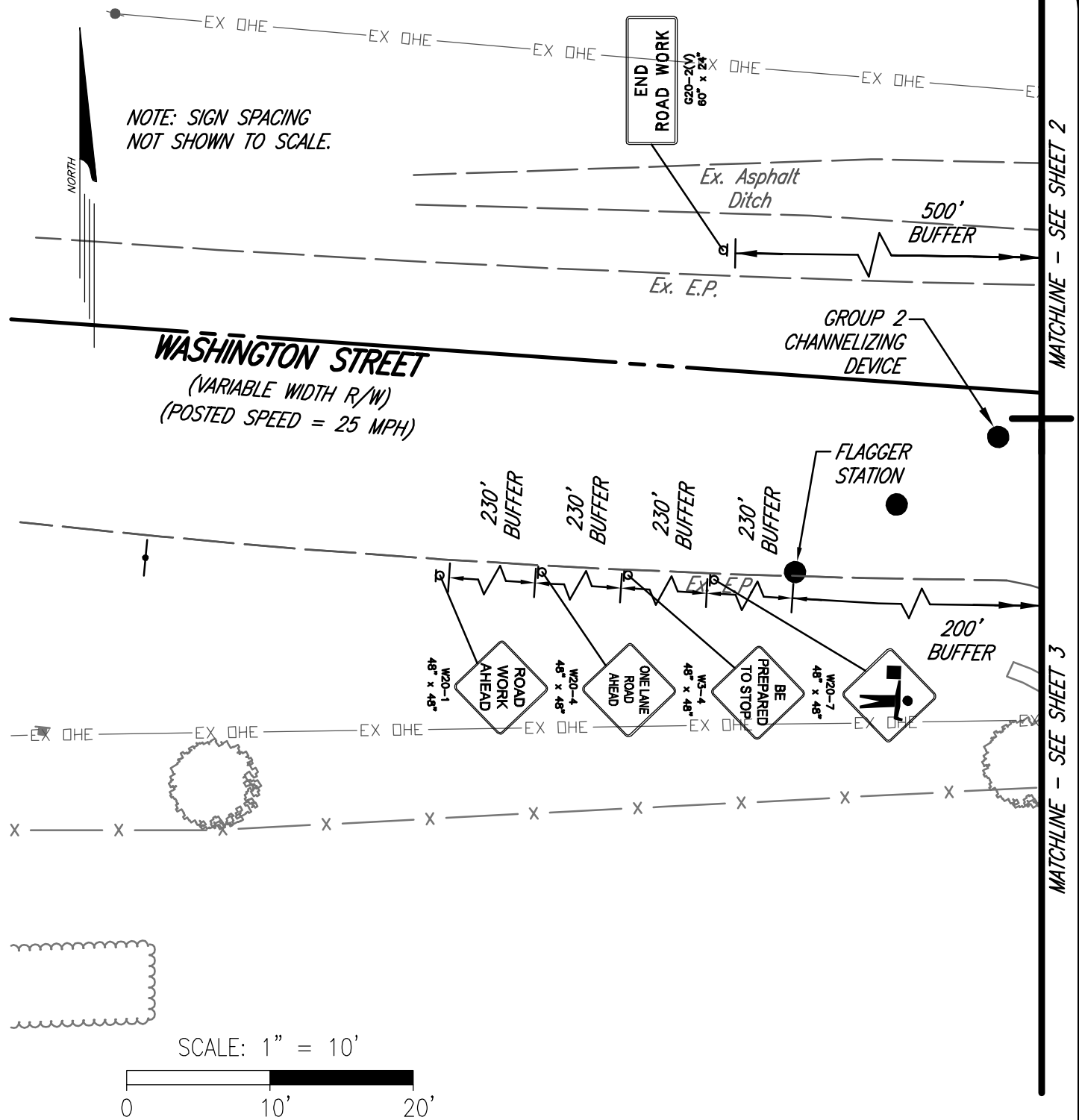
Transportation Operations Plan

1. The process to notify the Regional Traffic Operation Center to place lane closure information on the 511 system and Va, Traffic will be:
  - a. Contractor is to advise the VDOT project inspector and/or Construction Manager of planned lane closures a minimum of 24 hours in advance of proposed lane closure.
  - b. Construction Manager is to advise the Residency Maintenance Manager of proposed lane/road closure. RMA is to have (VA. Traffic) operator enter data into (VA. Traffic) and also advise TOC.
2. The following is a list of Local Emergency contact agencies:
  - a. Virginia State Police—800-572-2260
  - b. Haz-Mat Center (If Spill Involved) 911
3. Procedures to respond to Traffic Incidents that may occur in the work zone:
  - a. Contractor to notify Virginia State Police and VDOT inspector in charge and Regional Traffic Operation Center.
  - b. Depending upon severity of incident, contractor may have to shut down work.
  - c. Upon arrival on scene, Virginia State Police will determine response necessary to allow traveling public around incident.
  - d. Inspector to notify Construction Manager/Residency Administrator of incident and take pictures as necessary, especially pictures of contractor's work zone to verify the proper setup.
4. Process of notification of incident to followed is:

Contractor to call:

  - a. Regional Traffic Operations Center: Shift Supervisor 804-524-6592
  - b. District Work Zone safety coordinator: Jeffrey Stone 540-899-4547 or 540-907-8621
  - c. Regional Traffic Engineer Dale Totten 804-524-6119
  - d. Stafford County Sheriff's Office 540-658-4450
5. The Virginia State Police report of the incident will be reviewed by the Residency Administrator to determine if any modification of the Temporary Control Plan is necessary. If it is necessary to alter the plan, then a meeting will be called with the contractor, VDOT personnel, VDOT safety representatives and the Virginia State Police (If Necessary) to discuss modification and implementation of an approved Traffic Control Plan. \

\\artemis\data\work\13028\13028-001 Trail PH4\Exhibits\Belmont Crossing Exhibit - No Plan-TMP.dwg | Plotted on 1/8/2015 11:00 AM | by Anne Zheng



## TRANSPORTATION MANAGEMENT PLANS BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

SHEET 1 OF 4

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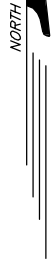
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MATCHLINE - SEE SHEET 1

MATCHLINE - SEE SHEET 4

NOTE: SIGN SPACING  
NOT SHOWN TO SCALE.



Ex. Concrete  
Driveway

CONSTR.  
LIMITS

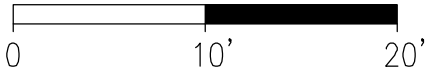
Ex. C&G

SEE TMP  
NOTE #2

GROUP 2  
CHANNELIZING  
DEVICE

500'  
BUFFER

SCALE: 1" = 10'



MATCHLINE - SEE SHEET 3

## TRANSPORTATION MANAGEMENT PLANS BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

SHEET 2 OF 4

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L:\work\13028\13028-001 Trail PH4\Exhibits\Belmont Crossing Exhibit - No Plan-TMP.dwg | Plotted on 3/16/2015 2:17 PM | by Matthew Bedles

MATCHLINE - SEE SHEET 1

MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4

CONTRACTOR SHALL NOT PLACE  
GROUP 2 CHANNELIZING DEVICES  
WITHIN INTERSECTION TO ALLOW FOR  
INTERSECTION TURNING MOVEMENTS  
TO AND FROM INGLESIDE DRIVE.

GROUP 2  
CHANNELIZING  
DEVICE

200'  
BUFFER

SEE TMP  
NOTE #2

SAWCUT

CONSTR.  
LIMITS  
INGLESIDE DRIVE  
(VARIABLE WIDTH R/W)  
(POSTED SPEED = 25 MPH)

500' BUFFER

FLAGGER  
STATION

155'-165'  
BUFFER

350'-500'  
BUFFER

350'-500'  
BUFFER

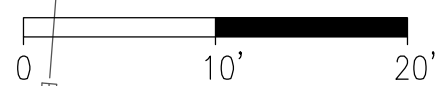
350'-500'  
BUFFER

350'-500'  
BUFFER



NOTE: SIGN SPACING  
NOT SHOWN TO SCALE.

SCALE: 1" = 10'



## TRANSPORTATION MANAGEMENT PLANS BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

SHEET 3 OF 4

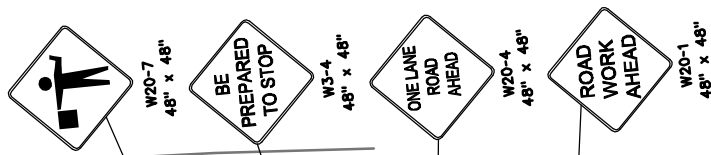


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MATCHLINE - SEE SHEET 2

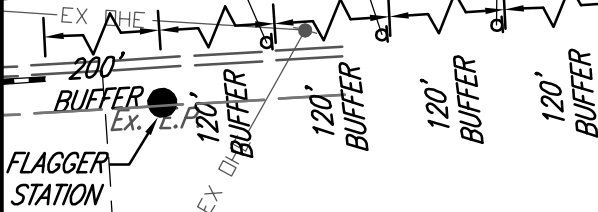
MATCHLINE - SEE SHEET 3



NOTE: SIGN SPACING  
NOT SHOWN TO SCALE.



**WASHINGTON STREET**  
(VARIABLE WIDTH R/W)  
(POSTED SPEED = 25 MPH)

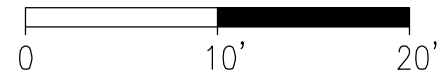


500' BUFFER

END  
ROAD WORK  
60" x 24"

CONSTR.  
LIMITS

SCALE: 1" = 10'



## TRANSPORTATION MANAGEMENT PLANS BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

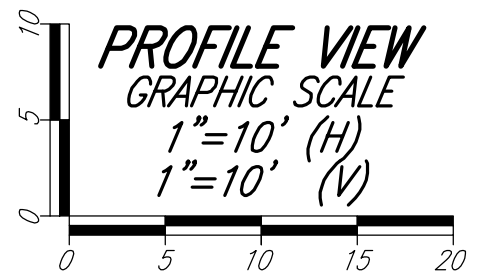
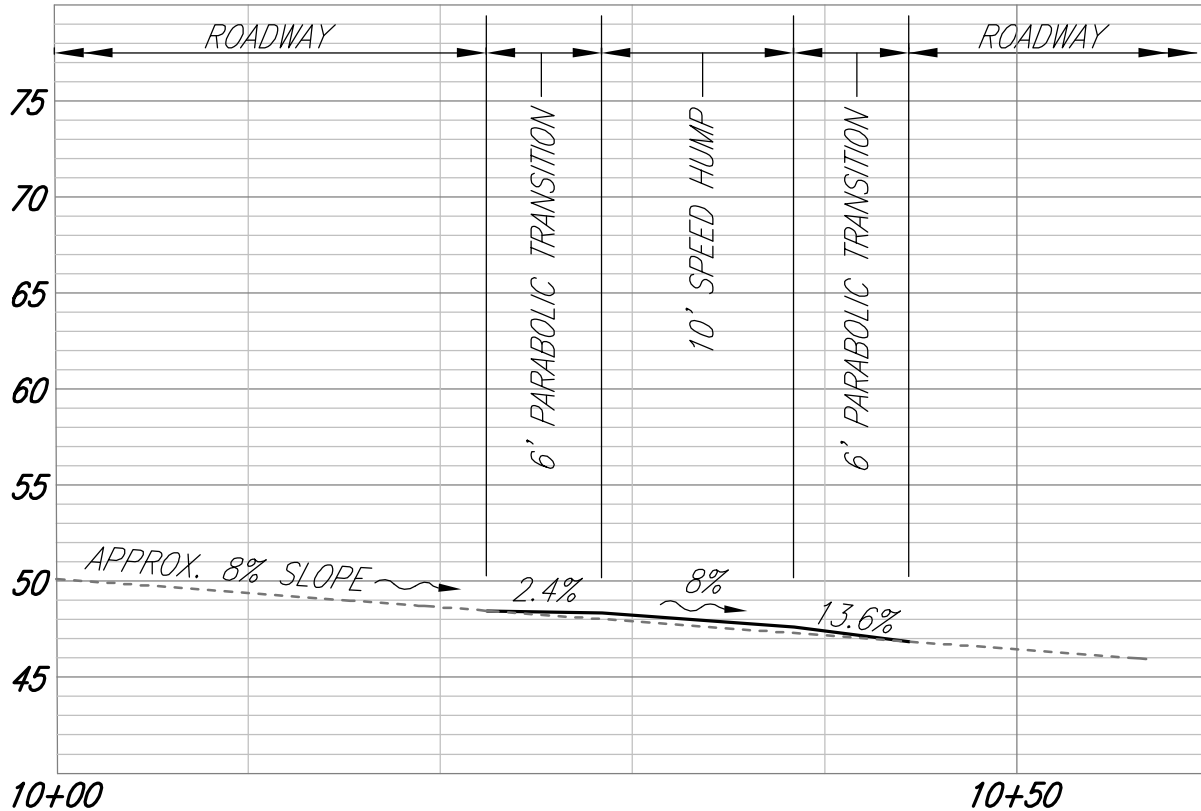
SHEET 4 OF 4



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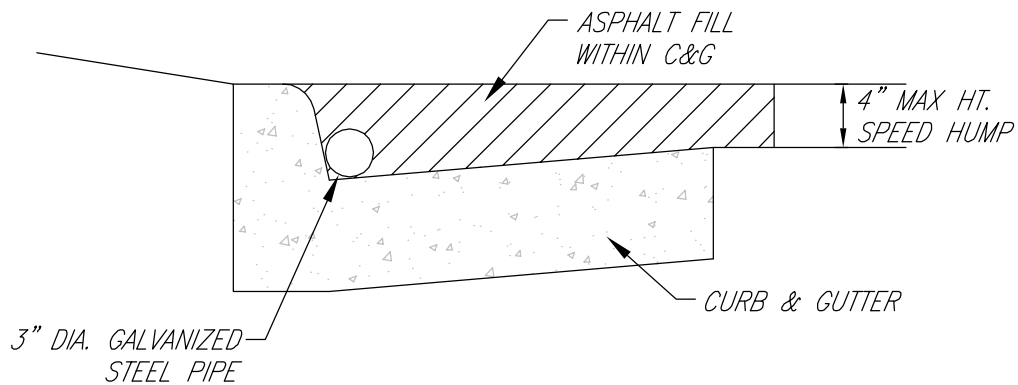


# ROADWAY CENTERLINE PROFILE - WASHINGTON ST BELMONT CROSSING

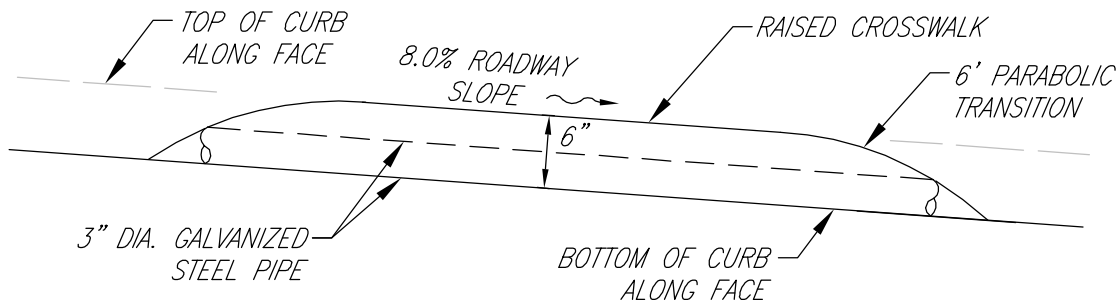
STAFFORD COUNTY, VA  
SCALE: 1" = 10'



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FRONT VIEW  
(NOT TO SCALE)



SIDE VIEW ALONG C&G  
(NOT TO SCALE)

## CURB AND GUTTER DRAINAGE DETAIL

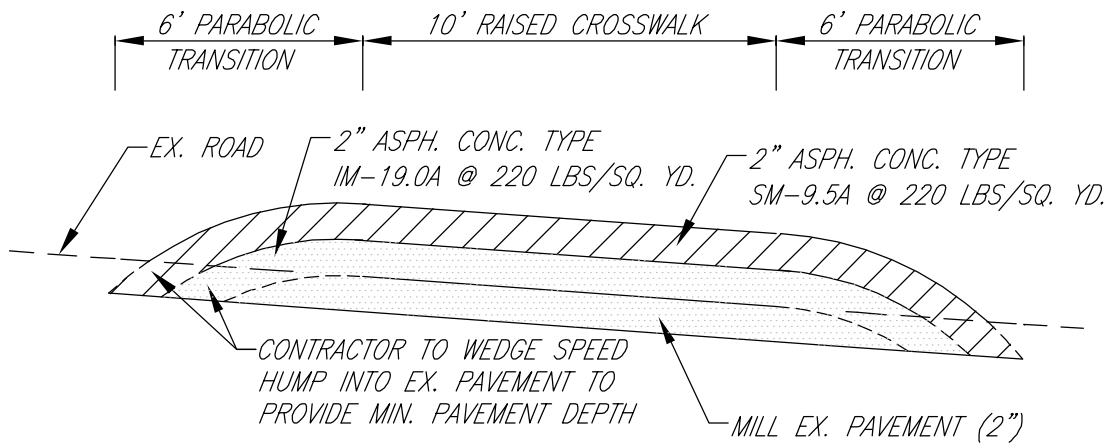
### BELMONT CROSSING

STAFFORD COUNTY, VA  
NOT TO SCALE

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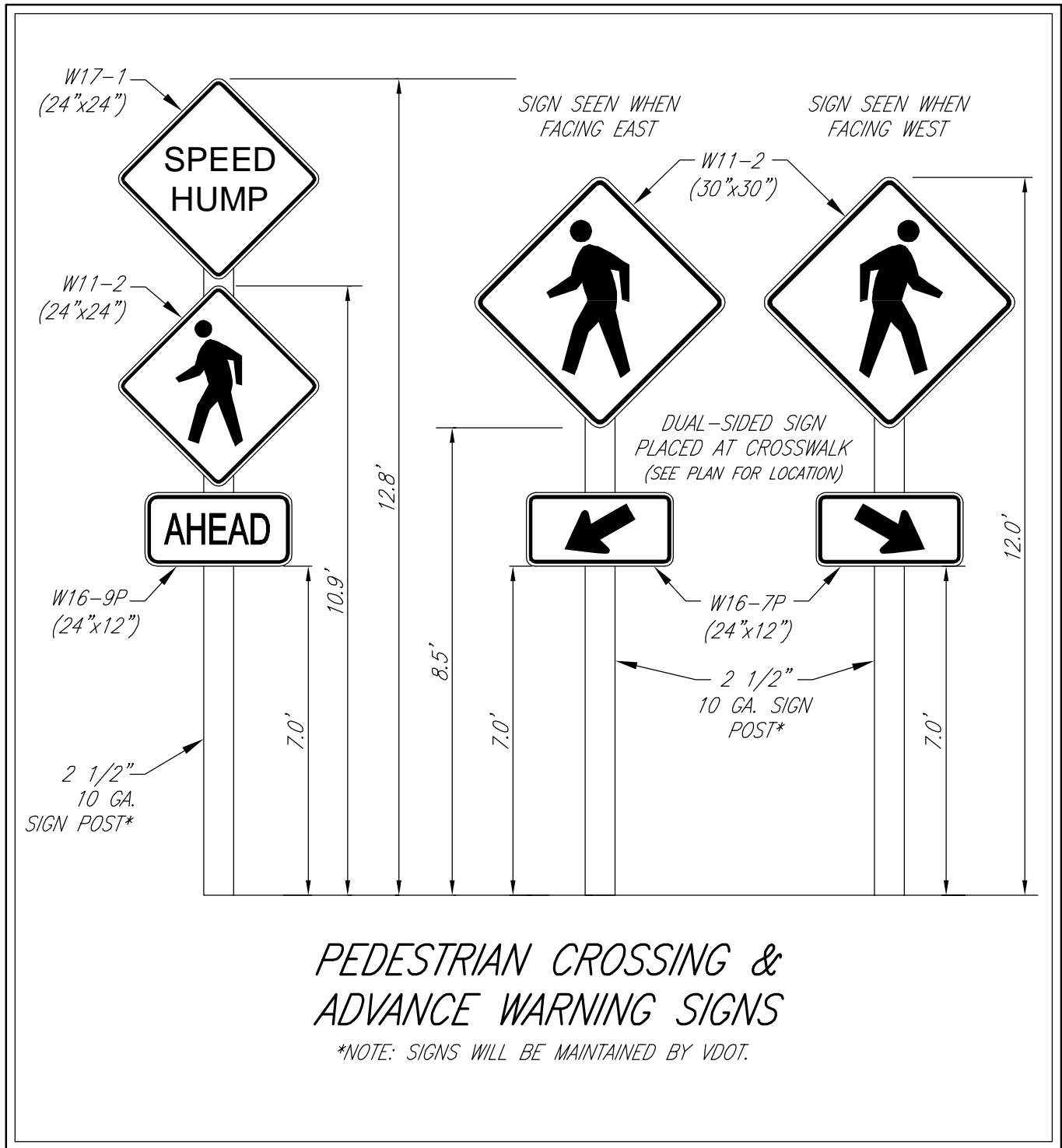
RAISED CROSSWALK PAVEMENT DETAIL  
(NOT TO SCALE)

**RAISED CROSSWALK DETAIL**  
**BELMONT CROSSING**  
STAFFORD COUNTY, VA  
NOT TO SCALE

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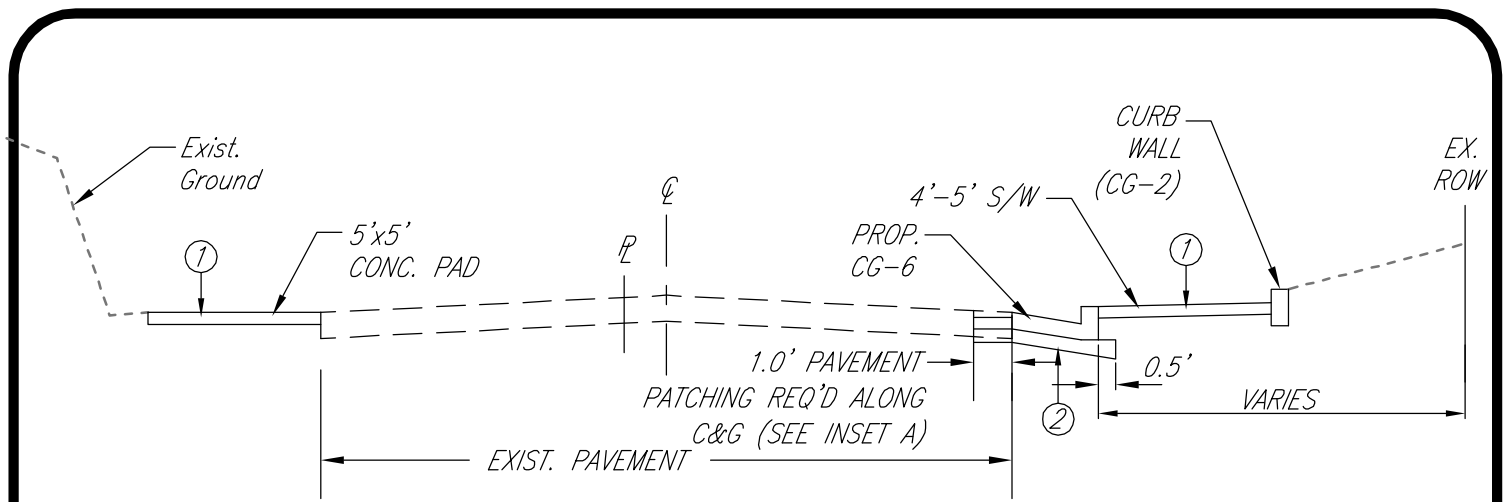


**SIGNAGE**  
**BELMONT CROSSING**  
STAFFORD COUNTY, VA  
NOT TO SCALE

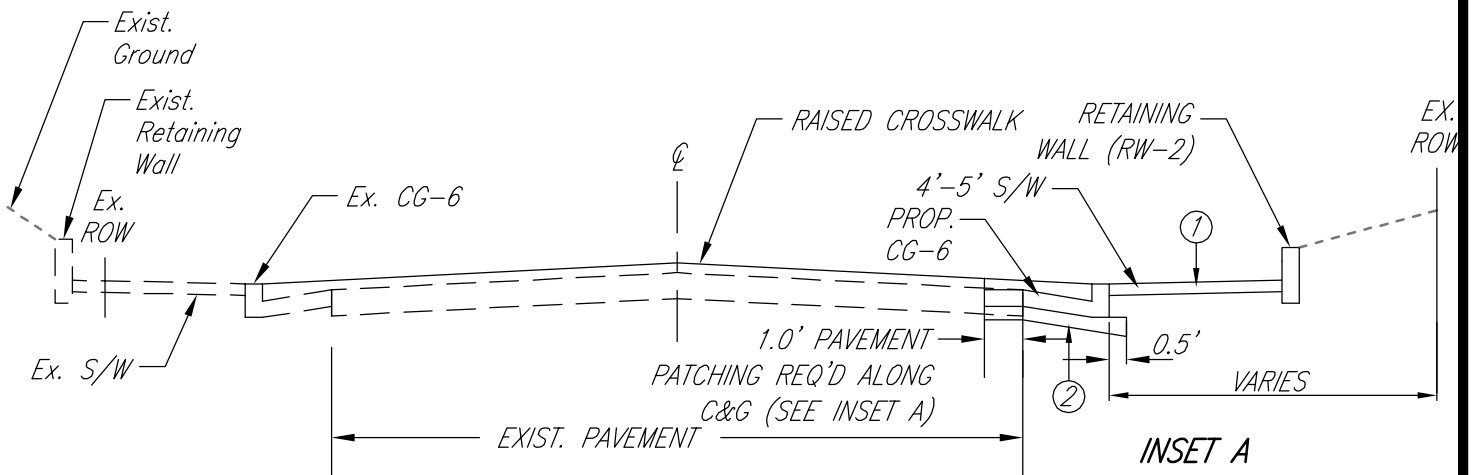
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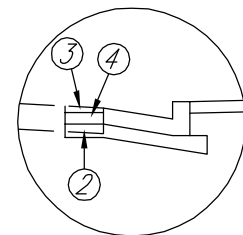




### INGLESIDE DRIVE



### WASHINGTON STREET

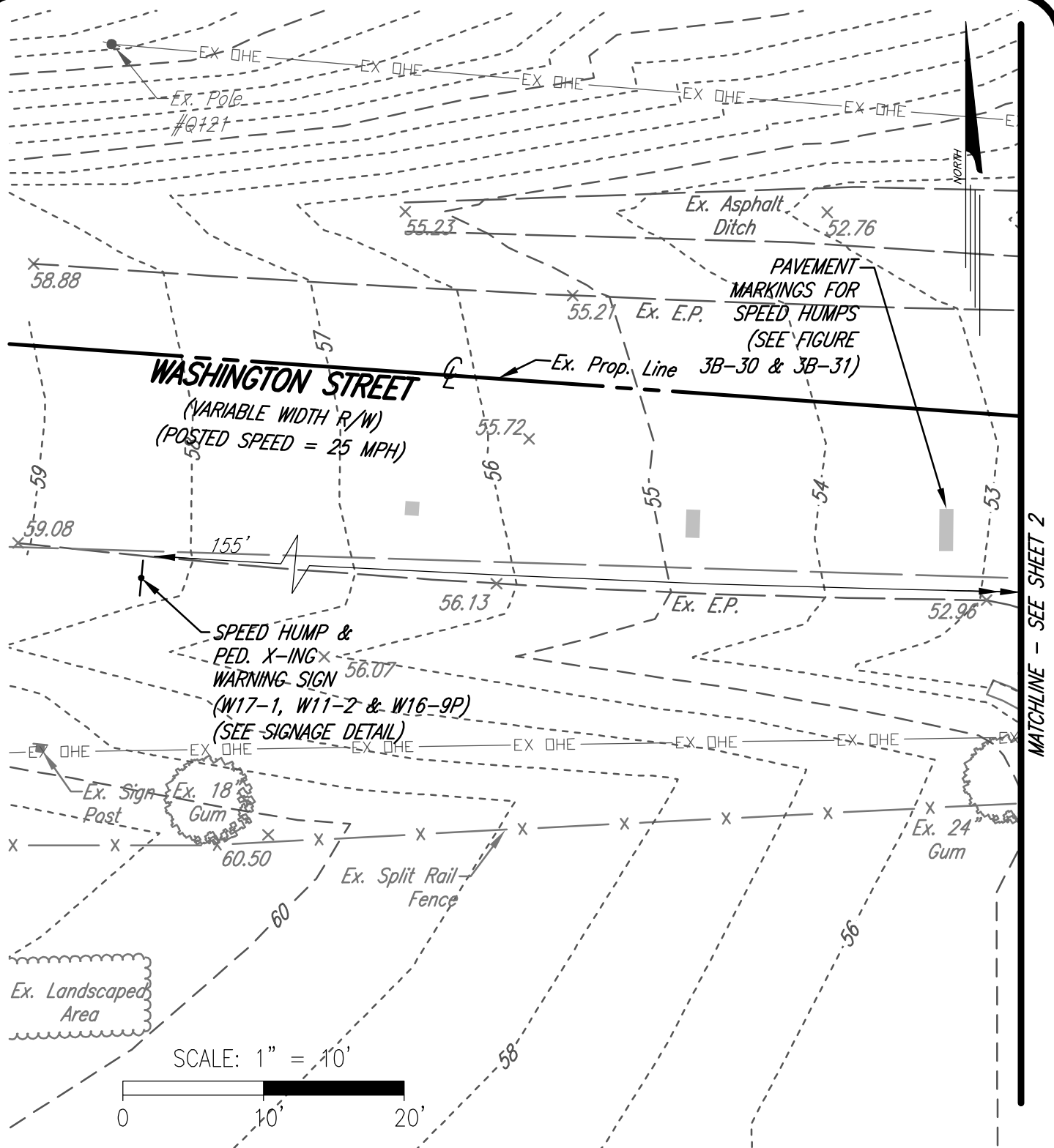


- ① 4" - 3000 PSI (A3) CONCRETE WITH EXPOSED AGGREGATE SURFACE
- ② 6" - AGGREGATE CRUSHED STONE 21A
- ③ 2" - ASPHALT CONCRETE TY. SM-9.5A
- ④ 5" - ASPHALT CONCRETE TY. 1M-19.0A (7" AT CROSSWALK)

## TYPICAL SECTIONS BELMONT CROSSING STAFFORD COUNTY, VA NOT TO SCALE



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## INTERSECTION CROSSING IMPROVEMENTS PLANS BELMONT CROSSING

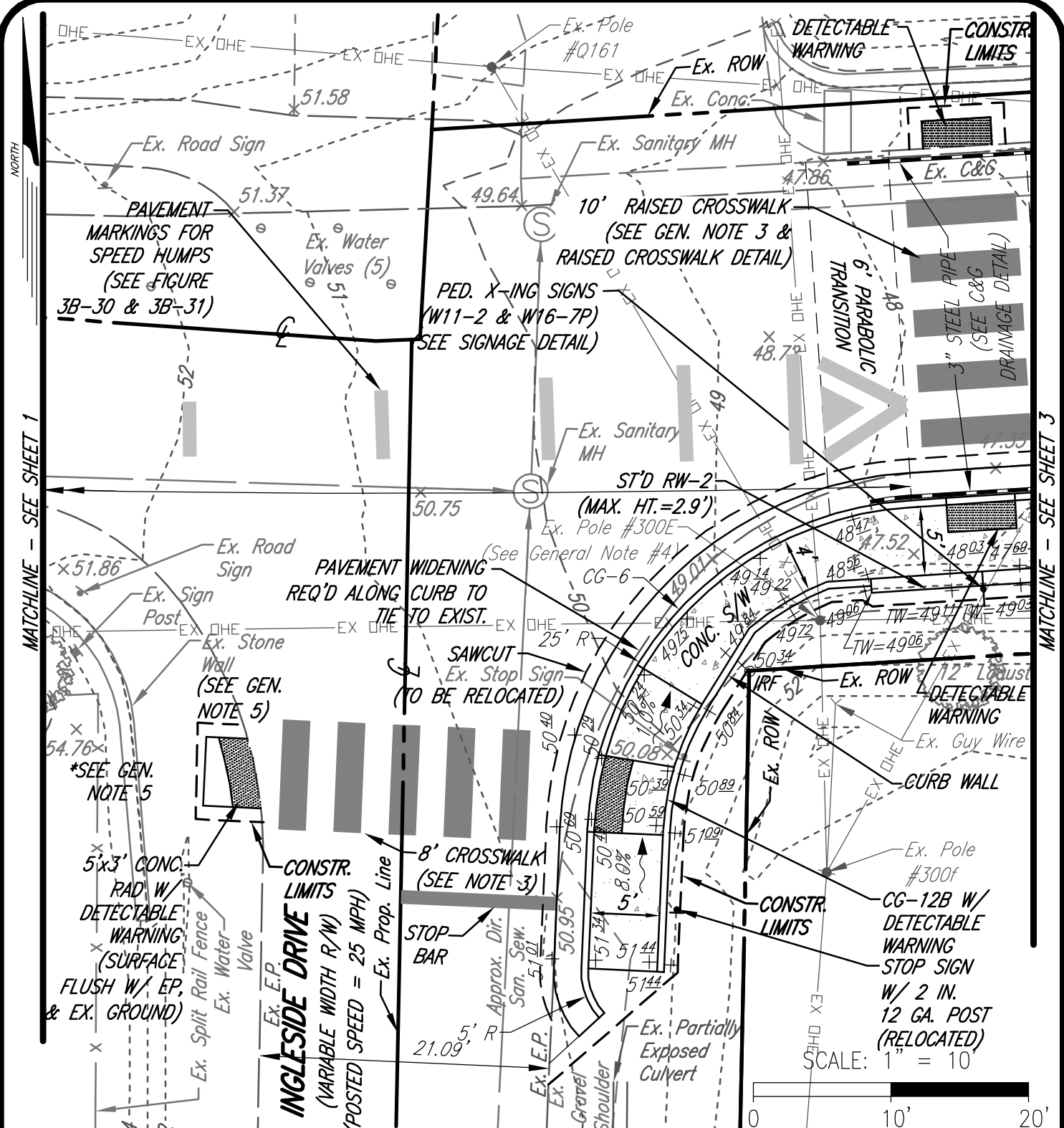
STAFFORD COUNTY, VA  
SCALE: 1" = 10'

SHEET 1 OF 3

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# INTERSECTION CROSSING IMPROVEMENTS PLANS BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

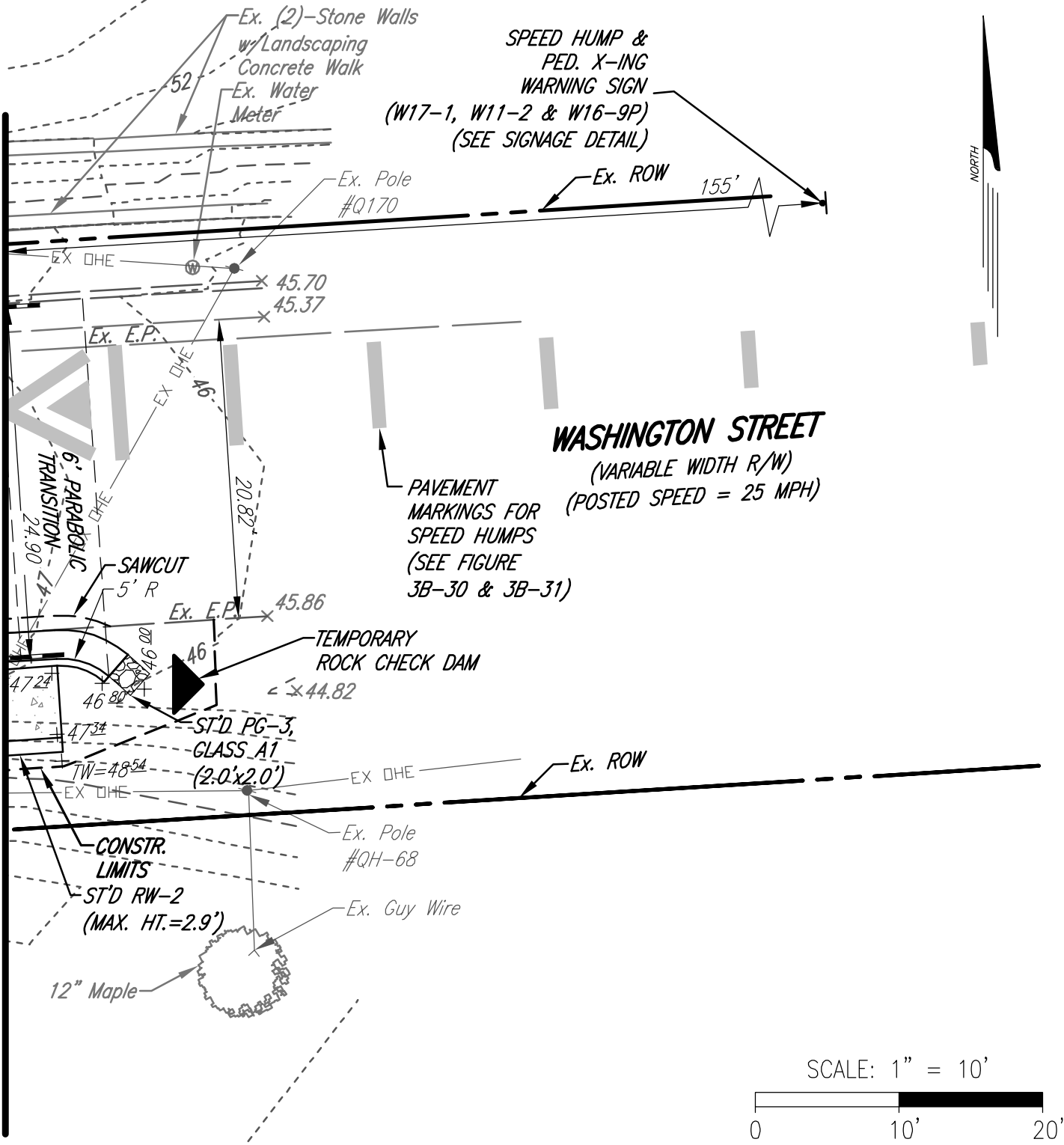
SHEET 2 OF 3

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MATCHLINE - SEE SHEET 2



# INTERSECTION CROSSING IMPROVEMENTS PLANS BELMONT CROSSING

STAFFORD COUNTY, VA  
SCALE: 1" = 10'

SHEET 3 OF 3



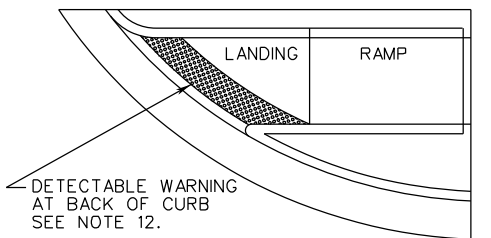
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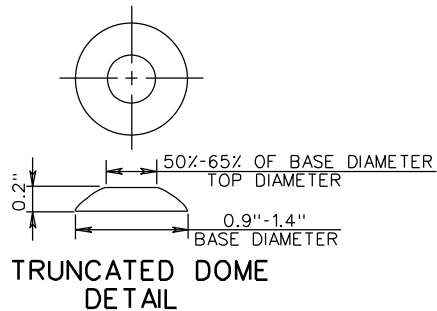


**GENERAL NOTES:**

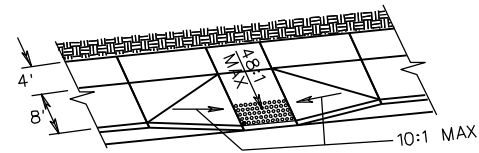
1. THE DETECTABLE WARNING SHALL BE PROVIDED BY TRUNCATED DOMES.
2. DETECTABLE WARNING TO BE CLASS A-3 CONCRETE (CLASS A-4 IF PRECAST) WITH SLIP RESISTANT INTEGRAL SURFACE COVERING THE FULL WIDTH OF THE RAMP FLOOR BY 2 FOOT IN LENGTH IN THE DIRECTION OF PEDESTRIAN TRAVEL. OTHER TYPES OF MATERIAL WITH THE TRUNCATED DOMES DETECTABLE WARNING MAY BE USED WITH THE APPROVAL OF THE ENGINEER.
3. SLOPING SIDES OF CURB RAMP MAY BE POURED MONOLITHICALLY WITH RAMP FLOOR OR BY USING PERMISSIBLE CONSTRUCTION JOINT WITH REQUIRED BARS.
4. IF RAMP FLOOR IS PRECAST, HOLES MUST BE PROVIDED FOR DOWEL BARS SO THAT ADJOINING FLARED SIDES CAN BE CAST IN PLACE AFTER PLACEMENT OF PRECAST RAMP FLOOR. PRECAST CONCRETE SHALL BE CLASS A-4.
5. REQUIRED BARS ARE TO BE NO. 5 X 8" PLACED 1' CENTER TO CENTER ALONG BOTH SIDES OF THE RAMP FLOOR, MID-DEPTH OF RAMP FLOOR. MINIMUM CONCRETE COVER  $1\frac{1}{2}$ ".
6. CURB / CURB AND GUTTER SLOPE TRANSITIONS ADJACENT TO CURB RAMP ARE INCLUDED IN PAYMENT FOR CURB / CURB AND GUTTER.
7. CURB RAMP ARE TO BE LOCATED AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THEY ARE TO BE PROVIDED AT INTERSECTIONS WHEREVER AN ACCESSIBLE ROUTE WITHIN THE RIGHT OF WAY OF A HIGHWAY FACILITY CROSSES A CURB REGARDLESS OF WHETHER SIDEWALK IS EXISTING, PROPOSED, OR NONEXISTENT. THEY MUST BE LOCATED WITHIN PEDESTRIAN CROSSWALKS AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER, AND SHOULD NOT BE LOCATED BEHIND VEHICLE STOP LINES, EXISTING LIGHT POLES, FIRE HYDRANTS, DROP INLETS, ETC. ACCESSIBLE ROUTES PROVIDE A CONTINUOUS UNOBSTRUCTED, STABLE, FIRM AND SLIP RESISTANT PATH CONNECTING ALL ACCESSIBLE ELEMENTS OF A FACILITY THAT CAN BE APPROACHED, ENTERED AND USED BY PEDESTRIANS.
8. RAMPS MAY BE PLACED ON RADIAL OR TANGENTIAL SECTIONS PROVIDED THAT THE CURB OPENING IS PLACED WITHIN THE LIMITS OF THE CROSSWALK AND THAT THE SLOPE AT THE CONNECTION OF THE CURB OPENING IS PERPENDICULAR TO THE CURB.
9. TYPICAL CONCRETE SIDEWALK IS 4" THICK. WHEN THE ENTRANCE RADIICANNOT ACCOMMODATE THE TURNING REQUIREMENTS OF ANTICIPATED HEAVY TRUCK TRAFFIC, REFER TO STANDARD CG-13, COMMERCIAL ENTRANCE (HEAVY TRUCK TRAFFIC) FOR CONCRETE DEPTH.
10. WHEN CURB RAMPS ARE USED IN CONJUNCTION WITH A SHARED USE PATH, THE MINIMUM WIDTH SHALL BE THE WIDTH OF THE SHARED USE PATH
11. WHEN ONLY ONE CURB RAMP IS PROVIDED FOR TWO CROSSINGS (DIAGONAL), A 4' x 4' LANDING AREA SHALL BE PROVIDED TO MANEUVER A WHEELCHAIR INTO THE CROSSWALK WITHOUT GOING INTO THE TRAVELWAY. THIS 4' x 4' LANDING AREA MAY INCLUDE THE GUTTER PAN.
12. ALL CASES WHERE CURB RAMPS INTERSECT A RADIAL SECTION OF CURB AT ENTRANCES OR STREET CONNECTIONS THE DETECTABLE WARNING SURFACE SHALL HAVE A FACTORY RADIUS OR BE FIELD -MODIFIED AS RECOMMENDED BY THE MANUFACTURER TO MATCH THE BACK OF CURB.



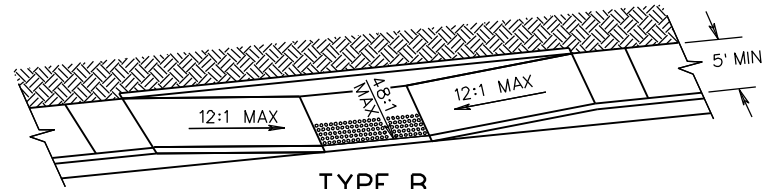
**DETECTABLE WARNING  
INSTALLED ON A RADIUS**



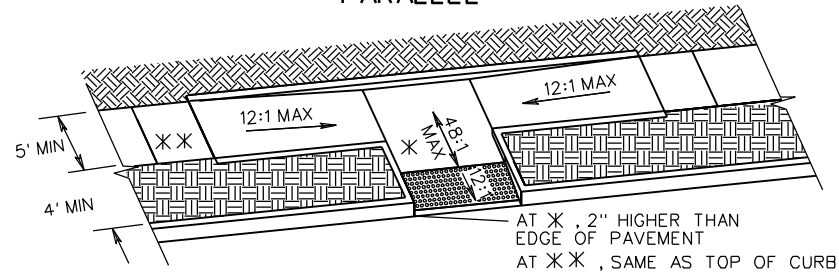
**TRUNCATED DOME  
DETAIL**



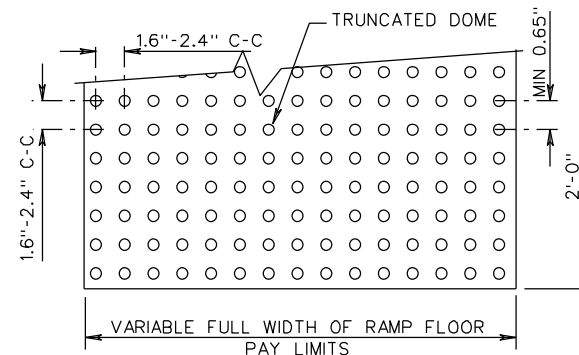
**TYPE A  
PERPENDICULAR**



**TYPE B  
PARALLEL**



**TYPE C  
PARALLEL & PERPENDICULAR**



**DETECTABLE WARNING  
DETAIL**



ROAD AND BRIDGE STANDARDS

SHEET 1 OF 5

REVISION DATE

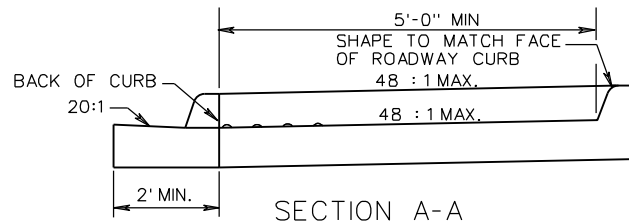
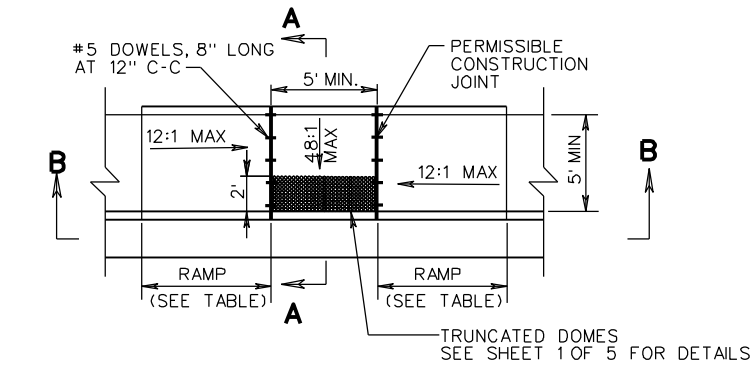
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**CG-12 DETECTABLE WARNING SURFACE****(GENERAL NOTES)**

VIRGINIA DEPARTMENT OF TRANSPORTATION

SPECIFICATION  
REFERENCE105  
502

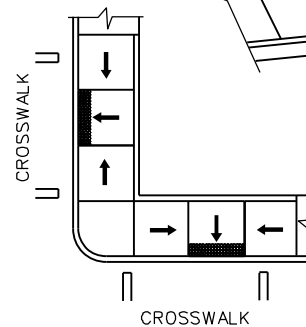
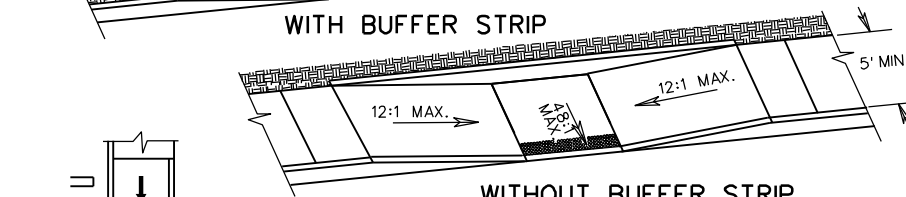
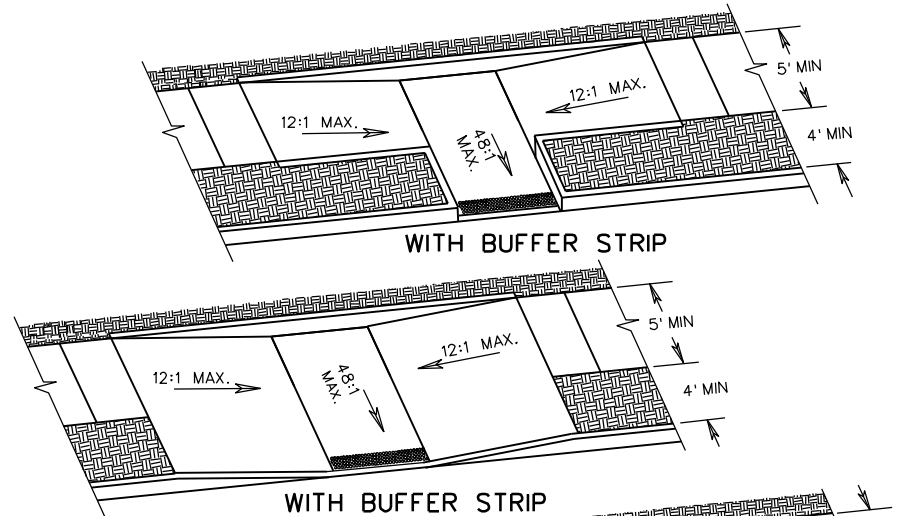


NOTES: FOR GENERAL NOTES ON THE DETECTABLE WARNING SURFACE, SEE SHEET 1 OF 5.

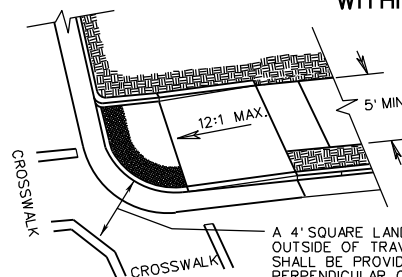
THE REQUIRED LENGTH OF A PARALLEL RAMP IS LIMITED TO 15 FEET, REGARDLESS OF THE SLOPE.

### TYPE B PARALLEL APPLICATION

ROADWAY GRADE IN PERCENT	MINIMUM RAMP LENGTH IN FEET	
	4" CURB	6" CURB
0	4	6
1	5	7
2	5	8
3	6	9
4	8	12
5	10	15
6	14	15

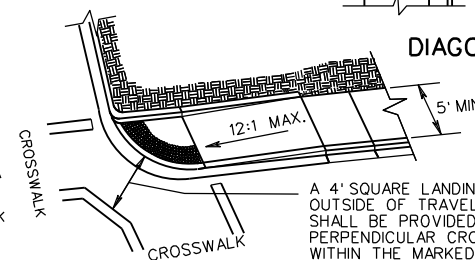


### TYPICAL PLACEMENT AT INTERSECTION WITHIN CROSSWALK



WITH BUFFER STRIP

A 4' SQUARE LANDING AREA  
OUTSIDE OF TRAVELWAY  
SHALL BE PROVIDED FOR  
PERPENDICULAR CROSSWALK  
WITHIN THE MARKED  
CROSSWALK AREA.



### DIAGONAL PLACEMENT

A 4' SQUARE LANDING AREA  
OUTSIDE OF TRAVELWAY  
SHALL BE PROVIDED FOR  
PERPENDICULAR CROSSWALK  
WITHIN THE MARKED  
CROSSWALK AREA.



ROAD AND BRIDGE STANDARDS

SHEET 3 OF 5

REVISION DATE

203.07

7/11

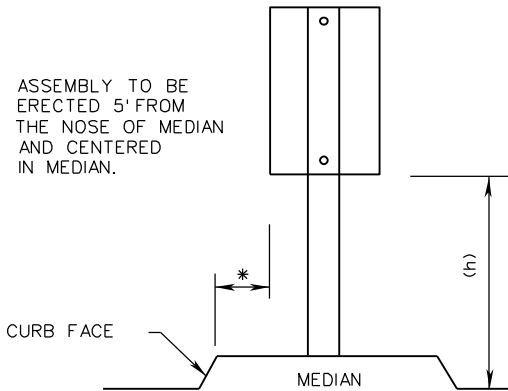
## CG-12 DETECTABLE WARNING SURFACE

### TYPE B (PARALLEL) APPLICATION

VIRGINIA DEPARTMENT OF TRANSPORTATION

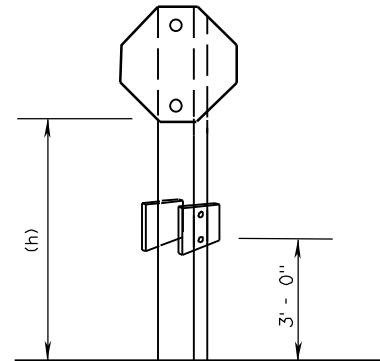
SPECIFICATION  
REFERENCE

105  
502

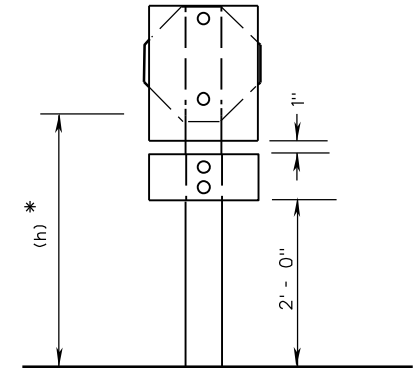


\* 2' MINIMUM FOR MEDIANS OVER 10' IN WIDTH. 12" FOR MEDIANS 10' OR LESS IN WIDTH UNLESS SHOWN OTHERWISE ON THE PLANS.

**SINGLE POST  
MEDIAN INSTALLATIONS**

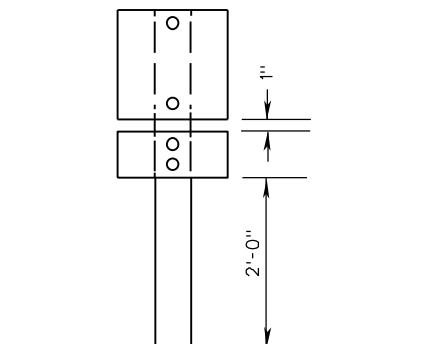


**ONE WAY SIGNS  
ON EXIT RAMPS  
WITH STOP SIGN**

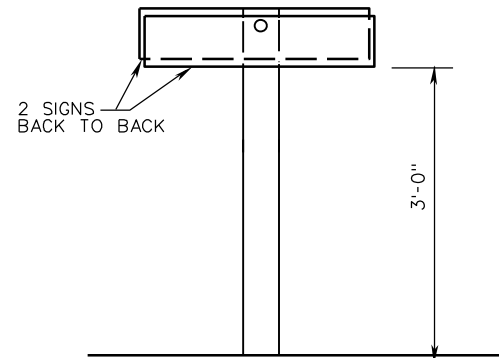


\* TO BOTTOM OF STOP SIGN  
OR YIELD SIGN

**STOP OR YIELD SIGNS AND  
DO NOT ENTER SIGN  
AT EXIT RAMPS**



**WRONG WAY SIGN  
AND DO NOT ENTER SIGN  
ON EXIT RAMPS**



**ONE WAY SIGNS  
ON EXIT RAMPS**

SPECIFICATION  
REFERENCE

700

## SQUARE TUBE SIGN POST

VIRGINIA DEPARTMENT OF TRANSPORTATION

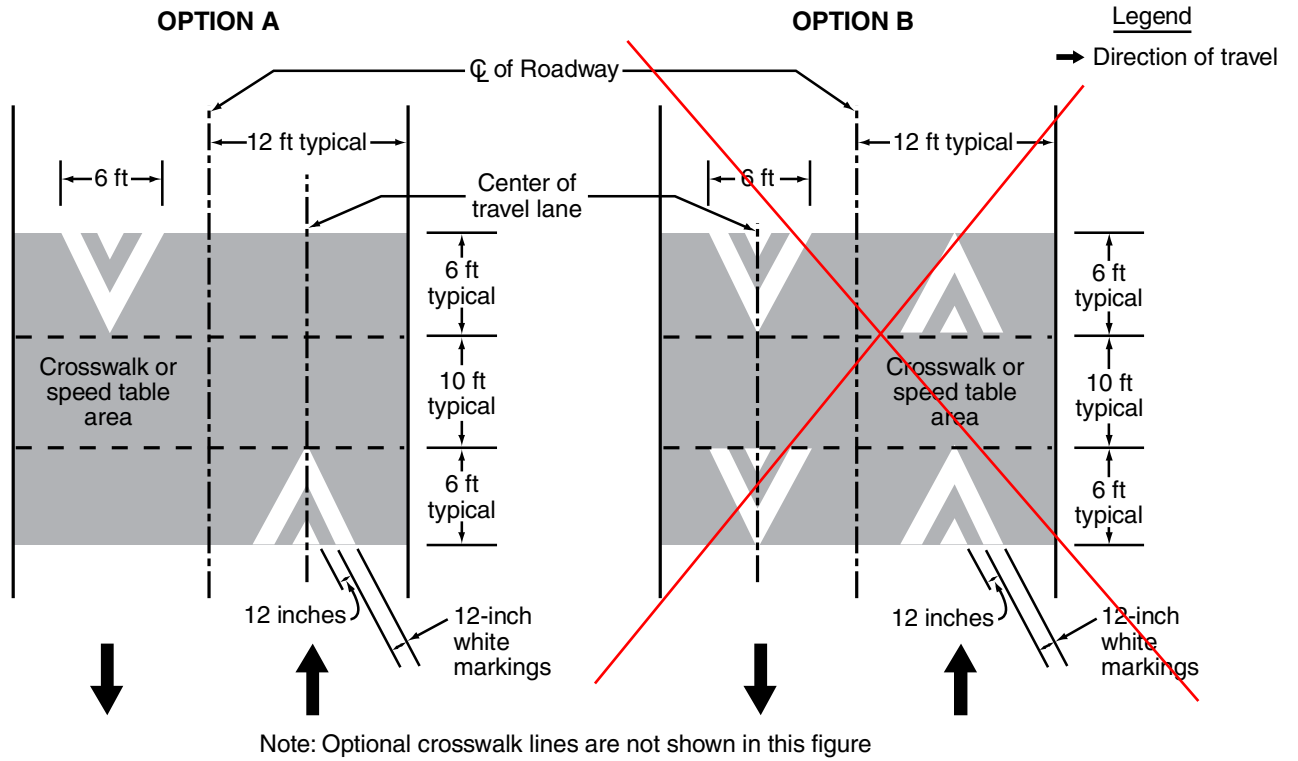
**VDOT**

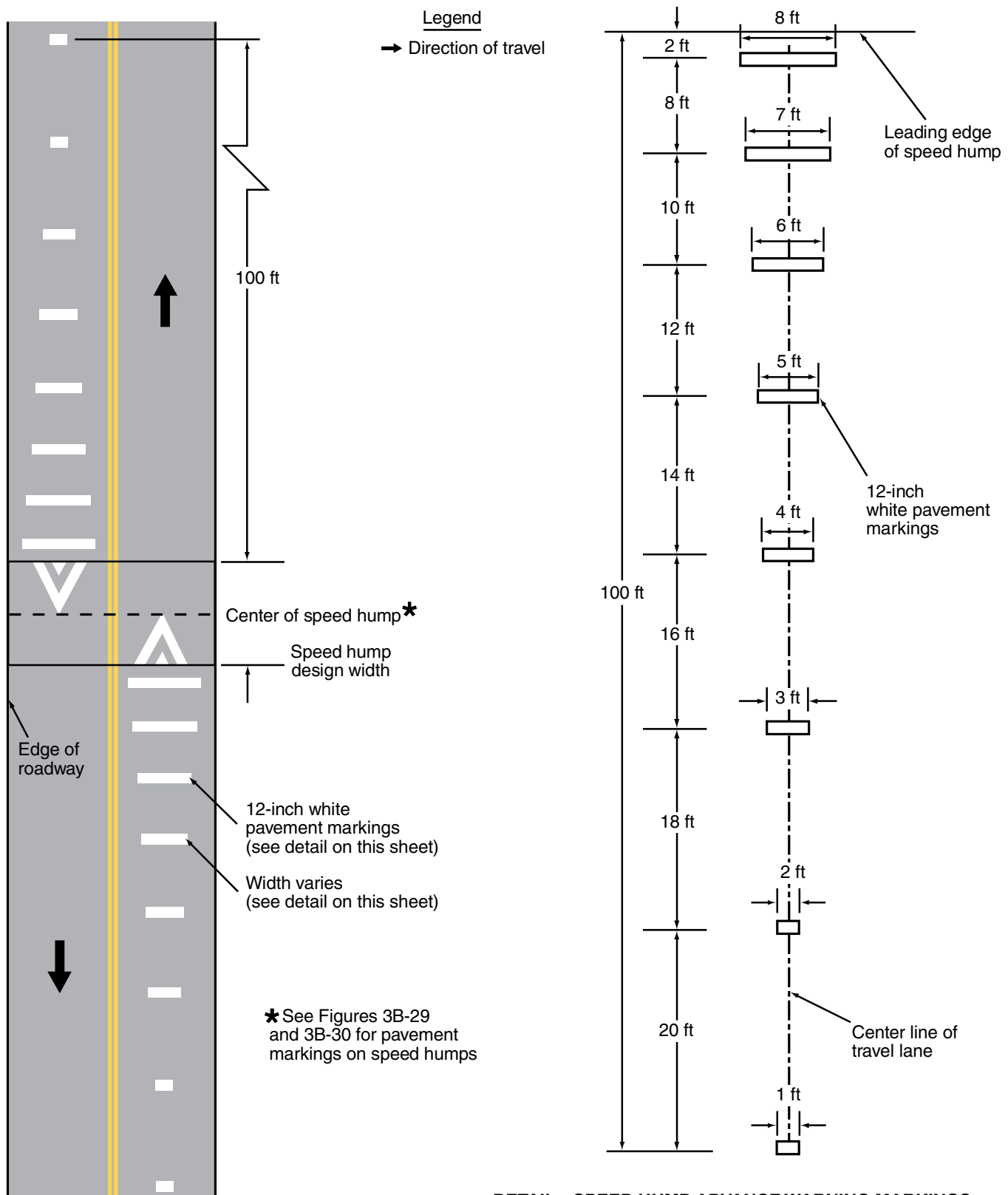
ROAD AND BRIDGE STANDARDS

REVISION DATE  
6-15-09

SHEET 3 OF 3

1321.12

**Figure 3B-30. Pavement Markings for Speed Tables or Speed Humps with Crosswalks**

**Figure 3B-31. Advance Warning Markings for Speed Humps****DETAIL—SPEED HUMP ADVANCE WARNING MARKINGS**

Note: Figure 3B-29 applies to speed humps without crosswalks and is not applicable.